

**EXHIBIT A**

[Stipulation of Facts]

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Chapter 11

In re:

DeVal Corporation,

Debtor.

Case No. 16-17922 (AMC)

**NOTICE OF DEPOSITION OF DOMINIC J. DURINZI**

To: Mr. Dominic J. Durinzi, President  
Deval Corporation  
7341 Tulip Street  
Philadelphia, PA 19136

**PLEASE TAKE NOTICE**, that counsel for creditor and party-in-interest, PDI/DeVal Acquisition, LLC (“PDI”), pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure and Rule 2004-1 of the Local Rules of the United States Bankruptcy Court of the Eastern District of Pennsylvania, will take the oral deposition of Dominic J. Durinzi, President of DeVal Corporation (the “Debtor”) at the offices of Dilworth Paxson LLP, 1500 Market Street, Suite 3500E, Philadelphia, PA 19102 on, Thursday, March 23, 2017 beginning at 10:00 a.m. The deposition will be taken by a notary public, court reporter, or other authorized person and will continue until completed.

The deponent is to bring with him all documents in his possession, custody, or control the described on the attached Exhibit “A”.

Dated: March 20, 2017

By: /s/ James M. Matour

James M. Matour

**DILWORTH PAXSON LLP**

1500 Market Street, Suite 3500E  
Philadelphia, Pennsylvania 19102

(215) 575-77134

(215) 575-7200 (fax)

*Counsel PDI/DeVal Acquisition, LLC*

**EXHIBIT A**

1. All correspondence (also including emails) with DCMA, DLA or other government agencies relating to the Debtor's contracts for the production of component parts of the Navy's MHU-191 transporters ("MHU-191 Contracts"), sent or received since the Petition Date, November 11, 2016.
2. All releases under the MHU-191 Contracts.
3. All correspondence (also including emails) relating to the cancellation, potential cancellation or status of contracts other than the MHU-191 Contracts.
4. The Debtor's two most recent Inventory Breakdown Reports.
5. All agreements, term sheets, memoranda of understanding, or other documents reflecting any agreements or potential agreements with any party who, at this time, remains a viable potential purchaser of or lender to the Debtor's business.
6. The most current accounts receivable aging.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re:  
DeVal Corporation,  
Debtor.

Chapter 11  
Case No. 16-17922 (AMC)

**NOTICE OF SERVICE**

**PLEASE TAKE NOTICE** that on March 20, 2017, creditor and party-in-interest PDI Deval Acquisition, LLC, by its undersigned counsel, served the (i) Notice of Deposition of Dominic J. Durinzi and (ii) this Notice of Service upon counsel for the Debtor via electronic mail and first-class mail as follows:

<b>ROBERT M. GREENBAUM</b> Smith Kane 112 Moores Road, Suite 300 Malvern, PA 19355 <a href="mailto:rgreenbaum@sgllclaw.com">rgreenbaum@sgllclaw.com</a>	<b>DAVID B. SMITH</b> Smith Kane 112 Moores Road, Suite 300 Malvern, PA 19355 <a href="mailto:dsmith@smithkanelaw.com">dsmith@smithkanelaw.com</a>
---	--

Dated: March 20, 2017

By: /s/ James M. Matour

James M. Matour

**DILWORTH PAXSON LLP**  
1500 Market Street, Suite 3500E  
Philadelphia, Pennsylvania 19102  
(215) 575-77134  
(215) 575-7200 (fax)

*Counsel for Creditor and Party-in-Interest  
PDI/DeVal Acquisition, LLC*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

Chapter 11

In re:

DeVal Corporation,

Debtor.

Case No. 16-17922 (AMC)

**NOTICE OF DEPOSITION OF RONALD E. PENSKA**

To: Ronald E. Penska, Vice President  
Deval Corporation  
7341 Tulip Street  
Philadelphia, PA 19136

**PLEASE TAKE NOTICE**, that counsel for creditor and party-in-interest, PDI/DeVal Acquisition, LLC (“PDI”), pursuant to Rule 2004 of the Federal Rules of Bankruptcy Procedure and Rule 2004-1 of the Local Rules of the United States Bankruptcy Court of the Eastern District of Pennsylvania, will take the oral deposition of Ronald E. Penska, Vice President of DeVal Corporation (the “Debtor”) at the offices of Dilworth Paxson LLP, 1500 Market Street, Suite 3500E, Philadelphia, PA 19102 on, Thursday, March 23, 2017 beginning at 10:00 a.m. The deposition will be taken by a notary public, court reporter, or other authorized person and will continue until completed.

The deponent is to bring with him all documents in his possession, custody, or control described on the attached Exhibit “A”.

Dated: March 20, 2017

By: /s/ James M. Matour

James M. Matour

**DILWORTH PAXSON LLP**

1500 Market Street, Suite 3500E

Philadelphia, Pennsylvania 19102

(215) 575-77134

(215) 575-7200 (fax)

*Counsel for PDI/DeVal Acquisition, LLC*

**EXHIBIT A**

1. All correspondence (also including emails) with DCMA, DLA or other government agencies relating to the Debtor's contracts for the production of component parts of the Navy's MHU-191 transporters ("MHU-191 Contracts"), sent or received since the Petition Date, November 11, 2016.
2. All releases under the MHU-191 Contracts.
3. All correspondence (also including emails) relating to the cancellation, potential cancellation or status of contracts other than the MHU-191 Contracts.
4. The Debtor's two most recent Inventory Breakdown Reoprts.
5. All agreements, term sheets, memoranda of understanding, or other documents reflecting any agreements or potential agreements with any party who, at this time, remains a viable potential purchaser of or lender to the Debtor's business.
6. The most current accounts receivable aging.

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

In re:  
DeVal Corporation,  
Debtor.

Chapter 11  
Case No. 16-17922 (AMC)

**NOTICE OF SERVICE**

**PLEASE TAKE NOTICE** that on March 20, 2017, creditor and party-in-interest PDI Deval Acquisition, LLC, by its undersigned counsel, served the (i) Notice of Deposition of Ronald E. Penska and (ii) this Notice of Service upon counsel for the Debtor via electronic mail and first-class mail as follows:

<b>ROBERT M. GREENBAUM</b> Smith Kane 112 Moores Road, Suite 300 Malvern, PA 19355 <a href="mailto:rgreenbaum@sgllclaw.com">rgreenbaum@sgllclaw.com</a>	<b>DAVID B. SMITH</b> Smith Kane 112 Moores Road, Suite 300 Malvern, PA 19355 <a href="mailto:dsmith@smithkanelaw.com">dsmith@smithkanelaw.com</a>
---	--

Dated: March 20, 2017

By: /s/ James M. Matour

James M. Matour

**DILWORTH PAXSON LLP**  
1500 Market Street, Suite 3500E  
Philadelphia, Pennsylvania 19102  
(215) 575-77134  
(215) 575-7200 (fax)

*Counsel for Creditor and Party-in-Interest  
PDI/DeVal Acquisition, LLC*

**Matour, James M.**

---

**Subject:** DeVal Corp. re: re: Supplemental Production of Documents in connection with Notice of Depositions (Request No. 5)

**Attachments:** rmg letter to j. matour.3.31.17.pdf; Document Production.DEV 0220 to DEV 0281.pdf

Jim-

As ordered by the Court, see attached for a supplemental production of documents per PDI's Notices of Deposition, together with my transmittal letter of today's date re: Request for Production No. 5.

These documents are numbered DEV-0220 through DEV-0281.

Rob  
<https://amgreatness.com/2018/07/23/just-how-far-will-the-left-go/>

Robert M. Greenbaum, Esquire  
SMITH KANE HOLMAN, LLC  
112 Moores Road  
Suite 300  
Malvern, PA 19355  
(610) 407-7216 phone  
(610) 407-7218 fax  
[rgreenbaum@skhlaw.com](mailto:rgreenbaum@skhlaw.com)  
[www.skhlaw.com](http://www.skhlaw.com)

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[www.DilworthLaw.com](http://www.DilworthLaw.com)

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**SMITH KANE HOLMAN**  
A Limited Liability Company

112 MOORES ROAD, SUITE 300  
MALVERN, PENNSYLVANIA 19355

ROBERT M. GREENBAUM

DIRECT DIAL: (610) 407-7216  
E-MAIL: RGREENBAUM@SKHLAW.COM

TEL: (610) 407-7215  
FAX: (610) 407-7218

[www.skhlaw.com](http://www.skhlaw.com)

ONE LIBERTY PLACE; 36<sup>TH</sup> FLOOR  
1650 MARKET STREET  
PHILADELPHIA, PA 19103  
TEL: (215) 496-1910  
FAX: (215) 496-1915

March 31, 2017

**VIA E-Mail**

James M. Matour, Esquire  
Dilworth Paxon, LLP  
1500 Market Street, Suite 3500E  
Philadelphia, PA 19102

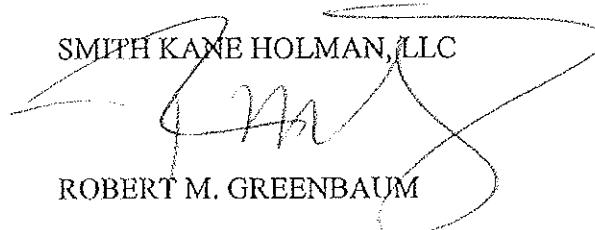
**Re: In re DeVal Corporation  
United States Bankruptcy Court for the Eastern District of Pennsylvania;  
Case No. 16-17922**

Dear Jim:

Enclosed please find a production of documents responsive to your recent request for certain documents in connection with the Notices of Deposition of Dominic Durinzi and Ronald Penska re: Requests for Production Nos. 5. These documents are numbered DEV-0220 through DEV-0281.

Please feel free to contact me directly with any questions or concerns regarding the above.

Very truly yours,

  
SMITH KANE HOLMAN, LLC  
ROBERT M. GREENBAUM

RMG:rh  
Enclosures



Dilworth  
Acquisition

DIRECT DIAL NUMBER:  
215-575-7134

JAMES M. MATOUR  
jmatour@dilworthlaw.com

March 13, 2017.

VIA USPS and Email  
[dsmith@skhlaw.com](mailto:dsmith@skhlaw.com)

David B. Smith, Esquire  
Smith Kane Holman LLC  
112 Moores Road, Suite 300  
Malvern, PA 19355

RE: DeVal Corporation

Dear David:

Following up my voice message, I advise you of the following, on behalf of PDI/DeVal Acquisition, LLC ("PDI/D"):

PDI/D's \$1 Million investment in the Debtor – as well as the interests of other creditors, vendors and employees - is being destroyed by the Debtor's inaction. Meanwhile, the shareholders continue to collect an unjustifiably high level of compensation. PDI/D will passively tolerate this state of affairs no longer.

PDI/D's offer to proceed with the transactions described in our February 16 Term Sheet, which had been twice revised to accommodate your clients' issues, is hereby withdrawn.

PDI/D intends to proceed with an expedited motion for the appointment of a Chapter 11 Trustee or, in the alternative, the termination of exclusivity. A proposed Plan will be attached. The filing will be made as soon as the papers are complete, and no later than Wednesday, March 15, 2017. The grounds will include, among other things, the Debtor's administrative insolvency, continuing losses to the Bankruptcy Estate, and the mismanagement of the Debtor in failing to make any progress toward a sale or reorganization - despite having been presented with the means to do so.

We intend to seek an expedited hearing on the Trustee Motion on Monday, March 27, or the first available time thereafter as the Court's calendar permits. In accordance with Local Rule 5070-1, please advise whether you consent.

1500 Market Street • Suite 3500E • Philadelphia, PA 19102-2101 • 215-575-7000 • fax: 215-575-7200  
[www.dilworthlaw.com](http://www.dilworthlaw.com) • Cherry Hill, NJ • Harrisburg, PA • Red Bank, NJ • Wilmington, DE  
C:\Users\defini\mal\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\9NKRGFGW\Smith Kane Holman letter  
03\_13\_17.DOCX

Mr. David Smith  
March 13, 2017  
Page 2

In connection with the Trustee Motion, PDI/D will depose Messrs. Durinzi, Penska and Sickinger. I will provide formal notices of deposition upon filing the Motion, but wanted to give as much advance actual notice as possible. I desire to depose them between Monday, March 20 and Wednesday, March 22.

PDI/D will consider refraining from filing its Trustee Motion if, and only if, you confirm to me, in writing, prior to the filing and in any event by Noon on Wednesday, March 15, 2017, each of the five (5) items below. Meanwhile, I have advised my client to refrain from direct communication with the Debtor:

1. The Debtor and Messrs. Durinzi and Penska have agreed to the terms of the Term Sheet with (a) an appropriately adjusted timeline and (b) one additional change: That Mr. Durinzi will be employed by PDI/D, but only at will and without a contract (or any restrictive covenants), at the initial rate of compensation set forth in the Term Sheet, with any bonus to be reduced pro rata in the event his employment terminates for any reason prior to the first anniversary of closing;
2. That you have requested a meeting with BB&T (counsel and a responsible officer) at BB&T's earliest convenience, with the meeting to occur by March 22, 2017;
3. That you have confirmed the scheduling of a meeting among the Debtor, PDI/D and DCMA at DCMA's earliest availability (ideally on or about March 22, 2017). The meeting would be attended by the administrative contract officer and other appropriate personnel at DCMA Philadelphia;
4. That PDI/D will immediately be afforded full access to the Debtor's personnel and books and records to perform due diligence, including an in person visit by PDI/D's CFO; and
5. That you expect to be ready to file expedited DIP Financing and Sale Motions by March 27, 2017.

The foregoing conditions are not negotiable.

Unless and until I receive your timely advice to the contrary, I will assume that these conditions will not be accepted and will continue to finalize the Trustee Motion and Plan.

Very truly yours,



James M. Matour

JMM/mad

Subj: Roderick  
Date: 3/16/2017 2:50:51 P.M. Eastern Daylight Time  
From: [gene@linkmeyerlaw.com](mailto:gene@linkmeyerlaw.com)  
To: [hystick93@aol.com](mailto:hystick93@aol.com), [dominicdij@msn.com](mailto:dominicdij@msn.com)

Dom/Ron—

As you can see below, Roderick is interested on a granular level. He is trying to understand what his sales pitch can be to his potential funders.

Do you want to spend the time answering these questions? or do you just want to get an NDA from him and then allow him to do his own due diligence? Might save you two time.

Let me know.

Best,

Gene M. Linkmeyer, Esq.  
610-348-6899  
[Gene@LinkmeyerLaw.com](mailto:Gene@LinkmeyerLaw.com) | [www.LinkmeyerLaw.com](http://www.LinkmeyerLaw.com)



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Begin forwarded message:

From: "Roderik" <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)>  
Subject: RE: Two businesses  
Date: March 15, 2017 at 12:12:55 PM EDT  
To: "Gene Linkmeyer" <[gene@linkmeyerlaw.com](mailto:gene@linkmeyerlaw.com)>

Gene,

I have a few questions on the financials:

- What is the investment in DACVAL LLC? Is there any income form this? Who owns the other 51%? What would happen with this asset in a sale?
- There are expenses labeled "pension". Is there a pension scheme or are these 401(k) expenses? If these is a pension scheme, is the company liable for anything?
- There is an expense labeled "rent office buildings". Why does the amount change over the years? Who is the owner of the office buildins? What will this amount be in 2017 and following years?
- There is an expense labeled "professional services" with large amounts. Is this related to legal expenses on the lawsuits? How much of it was extraordinary in 2016? (226k and 202k were extraordinary in 2014 and 2015). What would a normal amount be for legal expenses?
- Were there other extraordinary expenses in 2016?
- Materials expenses are historically about 29% of sales. Will this continue to be the same in

the next years?

- Direct labor expenses are historically about 12% of sale. Will this continue to be the same in the next years?
- Office salaries were reduced by \$67k between 2015 and 2016. Were people terminated? What functions were eliminated? Can the company continue without re-hiring the next 2 years?
- Officer salaries (I assume Ron and Dom) were \$457k in 2016. What is their expectation for their compensation for 2017 and 2018?
- Prepayments (on the balance sheet) were reduced from \$119k end of 2015 to \$34k end of 2016. What is the reason and does it have to be increased again in 2017?
- What were "progress payments" for on the balance sheet?

Best,

*Roderik Alewijnse*

M +1.484.802.0909

**From:** Gene Linkmeyer [mailto:[gene@linkmeyerlaw.com](mailto:gene@linkmeyerlaw.com)]

**Sent:** Tuesday, March 07, 2017 1:13 PM

**To:** Roderik <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)>

**Subject:** Re: Two businesses

I have set a 10am Thursday walk through for us at the plant—7341 Tulip Street Phila., PA 19136

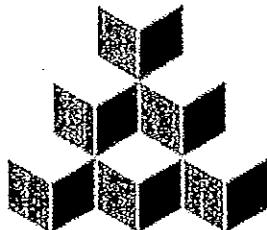
I can meet you there. If you need/want earlier or later please let me know and we can adjust.

Best,

Gene M. Linkmeyer, Esq.

610-348-6899

[Gene@LinkmeyerLaw.com](mailto:Gene@LinkmeyerLaw.com) | [www.LinkmeyerLaw.com](http://www.LinkmeyerLaw.com)



**LINKMEYER  
LAW GROUP**

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On Mar 7, 2017, at 11:37 AM, Roderik <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)> wrote:

Noon?

*Roderik Alewijnse*

M +1.484.802.0909

**From:** Gene Linkmeyer [<mailto:gene@linkmeyerlaw.com>]

**Sent:** Monday, March 06, 2017 5:00 PM

**To:** Roderik <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)>

**Subject:** Re: Two businesses

Yes, if before 4pm. When is good for you? Let me know if you want to visit the business location.

---

Gene M. Linkmeyer, Esq.

610-348-6899

[Gene@LinkmeyerLaw.com](mailto:Gene@LinkmeyerLaw.com) | [www.LinkmeyerLaw.com](http://www.LinkmeyerLaw.com)

<image001.png>

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On Mar 6, 2017, at 4:52 PM, Roderik <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)> wrote:

Interesting.

Do you have time to talk tomorrow?

*Roderik Alewijnse*

M +1.484.802.0909

**From:** Gene Linkmeyer [<mailto:gene@linkmeyerlaw.com>]

**Sent:** Monday, March 06, 2017 4:40 PM

**To:** Roderik <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)>

**Subject:** Re: Two businesses

Updated financial snap shot.

=

Subj: Fwd: Deval Corp  
Date: 3/29/2017 3:10:42 P.M. Eastern Daylight Time  
From: [gene@linkmeyerlaw.com](mailto:gene@linkmeyerlaw.com)  
To: [dominicdji@msn.com](mailto:dominicdji@msn.com)  
CC: [hystick93@aol.com](mailto:hystick93@aol.com)

FYI see below as approved by Roderick. Hope this helps.

Gene M. Linkmeyer, Esq.  
610-348-6899  
[Gene@LinkmeyerLaw.com](mailto:Gene@LinkmeyerLaw.com) | [www.LinkmeyerLaw.com](http://www.LinkmeyerLaw.com) | @BizDivPA



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Begin forwarded message:

**From:** "Roderik" <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)>  
**Subject:** RE: Deval Corp  
**Date:** March 29, 2017 at 3:09:17 PM EDT  
**To:** "Gene Linkmeyer" <[gene@linkmeyerlaw.com](mailto:gene@linkmeyerlaw.com)>

Gene,

How about this:

*Roderik Alewijnse*  
M +1.484.802.0909

**From:** Gene Linkmeyer [mailto:[gene@linkmeyerlaw.com](mailto:gene@linkmeyerlaw.com)]  
**Sent:** Wednesday, March 29, 2017 1:38 PM  
**To:** Alewijnse Roderik <[ralewijnse@gmail.com](mailto:ralewijnse@gmail.com)>  
**Subject:** Deval Corp  
**Importance:** High

We would like to report to the Court that we have identified a potential buyer/investor who is interested in Deval as a going concern.

We would like to report that the potential buyer/investor is in the midst of conducting informal due diligence, has made informal proposals to three banks, two of which have indicated interest in participating in a process which starts with receiving additional due diligence.

Please advise if this report is acceptable, thanks.

DEV-0225

Friday, March 31, 2017 AOL: HYSTICK93

Best,

Gene M. Linkmeyer, Esq.  
610-348-6899  
[Gene@LinkmeyerLaw.com](mailto:Gene@LinkmeyerLaw.com) | [www.LinkmeyerLaw.com](http://www.LinkmeyerLaw.com) | @BizDivPA



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March 21, 2017

Mr. Dominic Durinzi  
DeVal Corporation  
7341 Tulip Street  
Philadelphia, PA 19136

RE: Loan Proposal

BY ELECTRONIC MAIL: [dominicdj@msn.com](mailto:dominicdj@msn.com); [rgreenbaum@skhlaw.com](mailto:rgreenbaum@skhlaw.com)

#### INDICATION OF INTEREST

Based upon our conversation and the information that you supplied, Big Shoulders Capital LLC ("BSC") is pleased to present the following outline of potential financing for DeVal Corporation ("Company"). This proposal is for discussion purposes only and is intended to demonstrate BSC's preliminary interest, but in no way should be considered as an offer or commitment by BSC to provide financing to Company. In this regard, we present the following for your consideration:

**MAXIMUM LOAN FACILITY:** \$1,800,000 Senior Facility, including fees, interest reserves, and costs, and comprised of a Term Loan (collectively, the "Facility").

**TERM LOAN A:** \$1,000,000 Senior Term Loan, including fees, interest reserves, and costs, as hereinafter described (the "Term Loan A"), based upon the lesser of 70% of appraised net forced liquidation value (NFLV) of the machinery and equipment assets or \$1,000,000.

**TERM LOAN B:** \$800,000 Senior Term Loan, including fees, interest reserves, and costs, as hereinafter described (the "Term Loan B"), based upon the lesser of 50% of appraised net forced liquidation value (NFLV) of real estate or \$800,000.

**INTEREST RATES:** Prime plus 11% per annum.

**CLOSING FEE:** 1.5%

**EXIT FEE:** 2%

**SECURITY & COLLATERAL:**  
**USE OF PROCEEDS:** Estimated use of Proceeds include:  
• To finance the outstanding debt obligation to BB&T Bank;  
• Payment of the Closing Fee;  
• Outstanding Closing expenses, if any.

**CLOSING DATE:** 4/11/2017. BSC recognizes time is of the essence.

**TERM:** 24 months from the Closing Date.

**REPAYMENT:** Term Loan A: 3 months of interest only followed by Principal and Interest payments assuming a 48 month amortization  
Term Loan B: 6 months of interest only followed by Principal and Interest payments assuming a 60 month amortization.  
Company agrees to automatic payment and fee deductions by BSC on the Facility.

**LOAN ADMINISTRATION FEE AND MONITORING FEE:** \$500 per month, payable in arrears.

**MINIMUM INTEREST OBLIGATION:** Facility shall have a nine (9) month minimum interest obligation.

**DUE DILIGENCE/EXPENSE DEPOSIT:** \$1,500.00 Due Diligence/Expense to be pre-paid in cleared funds upon execution of this proposal. Due diligence fees are non-refundable and fully earned upon completion of due diligence, the results of which are confidential, and are not provided to the Company for review. BSC will make reasonable efforts to minimize expenses related to diligence/loan documentation.

**COLLATERAL REPORTING:** Monthly Equipment Certification Certificates; Equipment Certification Certificates to be certified by an Officer of the Company.

**FINANCIAL REPORTING:** Monthly financial statements certified by an Officer of the Company and fiscal year-end financial statements reviewed by an outside accounting firm acceptable to BSC. All financial statements and certificates must be certified by an Officer of the Company.  
Financial projections, in form, content, and at intervals satisfactory to BSC.

<b>LEGAL COSTS:</b>	Actual fees to be paid by Company; BSC's legal counsel only represents BSC, respectively, and does not represent the Company or any Guarantors.
<b>GUARANTORS:</b>	Personal guarantee of any shareholder holding 20% or more of equity of Company as well as subsidiaries or affiliated companies.
<b>VALIDITY OF COLLATERAL:</b>	The appropriate officers of Company will represent and warrant that the collateral pledged to BSC represents bona fide existing collateral and is free from other liens and encumbrances.
<b>BACKGROUND CHECK:</b>	Relevant officers, shareholders, or employees identified during Due Diligence will authorize BSC to conduct a background check by completing, executing and returning the attached Background Consent Form.
<b>INSURANCE:</b>	Company shall maintain liability and casualty loss on the collateral generally reflecting the terms and conditions of this proposal with BSC named as an "additional insured" and primary beneficiary.
<b>TIMING:</b>	We anticipate due diligence and documentation to be completed within 2 – 3 weeks from the acceptance of this proposal and the receipt of the due diligence fee in cleared funds.
<b>OTHER CONTINGENCIES:</b>	Covenants shall be developed during the course of BSC's Due Diligence process.  Conditions Precedent to Funding; Representations and Warranties; and Events of Default shall be usual and customary for transactions of this size and nature.
	Landlord waivers acceptable to BSC.
	Inter-Creditor Agreement acceptable to BSC.
<b>GOVERNING LAW:</b>	This proposal shall be governed by and under the laws of the State of Illinois. This proposal may be executed in counterparts.

BIG SHOULDERS CAPITAL  
105 Revere Drive / Suite D / Northbrook, IL 60062  
P: 224-927-5330 / [www.bigshoulderscap.com](http://www.bigshoulderscap.com)

No party other than the foregoing may rely on the terms and conditions herein. This offer is not assignable.

Please review the above and contact me at (224) 927-5329 with any questions you may have. This proposal will be in effect until 5:00 PM (CST), 3/28/2017 unless extended in writing by mutual agreement.

In order to proceed with the above proposal, please sign and return the signed proposal by email to [linda.budz@bigshoulderscap.com](mailto:linda.budz@bigshoulderscap.com), submit the Due Diligence Fee of \$1,500.00 via wire transfer (wire instructions attached) with the attached Application Form which also needs to be completed and remitted with the deposit. Upon receipt of funds, we will commence our Due Diligence.

Sincerely,

BIG SHOULDERS CAPITAL LLC

*Linda Budz*

Linda Budz  
Business Development

Proposal Accepted by:

---

DeVal Corporation

---

Date

BIG SHOULDERS CAPITAL  
105 Revere Drive / Suite D / Northbrook, IL 60062  
P: 224-927-5330 / [www.bigshoulderscap.com](http://www.bigshoulderscap.com)

DEV-0230

**Big Shoulders Capital LLC**  
**Wire Transfer Instructions**

Bank Name	The Private Bank
Address	120 South LaSalle
City/State	Chicago, IL 60603
Phone #	312-564-2000 Option #2
ABA #	071006486

***For Credit to:***

Customer Name	Big Shoulders Capital LLC
Address	105 Revere Drive, STE D
City/State	Northbrook, IL 60062
Office Phone	224-927-5330
Account Number	2432550

BIG SHOULDERS CAPITAL  
105 Revere Drive / Suite D / Northbrook, IL 60062  
P: 224-927-5330 / [www.bigsoulderscap.com](http://www.bigsoulderscap.com)

# Quality Products, Inc.

April 8, 2016

Dominic Durinzi  
DeVal Corporation  
7341 Tulip St  
Philadelphia, PA 19136

Re: Letter of Interest

Dear Dominic:

We are pleased to submit the following proposal regarding the acquisition of DeVal Corporation ("DeVal" or the "Company") by certain investment affiliates of Quality Products Inc. ("QPI").

QPI is a privately-held industrial holding company based in Chicago, IL. QPI has completed seven acquisitions of small industrial companies since 2003, and currently has over \$50mm of revenue and \$8.5mm of EBITDA.

QPI is prepared to commit significant resources and move quickly in completing any potential transaction in an effort to meet any reasonable schedule established by you. In order to make a definitive proposal to acquire the Company, we would need to complete our standard due diligence investigation, which would include meetings with Company management as well as a review of the facilities and applicable business, legal, financial, tax, environmental and accounting matters.

Certain key terms and conditions of our proposal are outlined below.

1. **Purchase Price**. Based on the financial and other information that we have reviewed to date and our understanding of the business, we propose two options, both of which establish a NewCo:
  - (a) to acquire 100% of the assets of the Company (the "Transaction Option A") at a value of \$3.6m (the "Transaction Option A Value"). or;
  - (b) to acquire 80% of the assets of the Company (the "Transaction Option B"), with the current owners holding 20% of the new entity, at a total valuation of \$4.2m (the "Transaction Option B Value"). The then minority owners would have a "put" to QPI in three years at 3x the then trailing twelve month EBITDA. This option would work as follows:
    - (i) Upon closing, QPI will pay 80% of \$4.25m. (\$3.4m)
    - (ii) As minority owners, you would own 20% of the Newco. You would be responsible for 20% of the taxes on profit (similar to 100% today). Our intention would be to make proportional tax distributions periodically (likely quarterly) to both QPI and minority owners to cover expected tax obligations.
    - (iii) You would receive 20% of any additional dividends or distributions made by the Newco.

# Quality Products, Inc.

- (iv) At the end of three years, the minority owners would "put" their equity ownership to the Newco for 3x the most recent trailing twelve month EBITDA (the "Put Value"). This Put Value would be offset by a deduction for any additional working capital required to be invested in the business above the current level of working capital.

Both of the options presented also will be contingent on adjustment to management compensation to reflect more closely the QPI current management compensation structure. We will work with you to structure the transaction in a way that is mutually tax beneficial to both the Company and QPI. Our value reflects the limited nature of the information provided to us, and it is possible that subsequent to further conversations with management and the completion of due diligence, we may be prepared to consider a transaction at a value in excess of this level.

2. Sources of Capital. The financing for the Transaction would be in the form of debt and equity capital provided by QPI. Under Transaction Option B, we anticipate that management personnel of the company would have significant equity ownership of the Company pro forma for the transaction.

3. Conditions, Due Diligence and Documentation. Our obligation to consummate the Transaction will be subject to customary conditions for transactions of this type, including but not limited to: (i) satisfactory completion of business, financial, accounting, tax, environmental, insurance, benefits, and legal due diligence; (ii) conducting satisfactory discussions with key customers and suppliers; (iii) negotiation and execution of mutually satisfactory definitive agreements (the "Definitive Agreements"), including management compensation; (iv) receipt of all necessary governmental and third party consents and approval.

4. Confidentiality. We expect that you will keep the terms of this proposal confidential and will not disclose such terms, or the fact that this proposal has been submitted, to any third party. Given our desire to pursue this opportunity, we stand ready to provide any clarification or to answer any questions that you may have regarding this letter.

5. Non-Binding Nature of Proposal. At this stage of the process, our proposal is not intended to be legally binding and is subject to, among other things, the conditions noted above.

6. Key Contacts. Given our desire to pursue this opportunity, we stand ready to provide any clarification or to answer any questions that you may have regarding this letter. Please do not hesitate to contact David Somers with QPI at (312) 925-0213.

Sincerely,

David Somers  
CEO  
Quality Products, Inc.  
2222 South Third Street  
Columbus, OH 43207

Zinnen Growth Management, LLC  
www.Zinnengrowth.com

August 22, 2016

**PRIVATE & CONFIDENTIAL**

Dominic J. Durinzi and Ron Penska  
DeVal Corporation  
<http://www.devalco.com>  
7341 Tulip Street  
Philadelphia, PA 19136

Dear Ron and Dom:

I am interested in acquiring DeVal Corporation, providing you with a transition program and exit strategy and partnering with you and the DeVal Team to grow the business post-sale. This indication of interest ("IOI") will outline the sort of transaction/transition which we feel works best for both firms.

Below, we have outlined a transaction which we feel is a win/win for all parties. With the investments I intend to make in money, time and expertise, as long as DeVal's foundation is sound and you are truly willing to help transition and grow the business, it seems highly probable your total payout will exceed the current value of the business.

1. **Buyer** – The Buyer will be one or more legal entities formed by me and/or one or more partners. Until the new legal entity is formally created, it will be designated herein as NewCo. Depending on the advice of legal counsel, I may form a separate legal entity to acquire the real property.
2. **Zinnen Background**
  - a. My personal background includes West Point, the U.S. Army, a series of executive leadership positions and now, while looking for the family's next platform company, I am running a non-traditional private equity and investment advisory firm called Zinnen Growth Management.
  - b. Using the M&A resources and deal flow of RLS Associates <http://www.rlsassociates.com> (Delaware's Oldest and Largest M&A Firm) and the networks of its principals, I will be using a combination of equity and financial leverage to acquire and grow closely held businesses.
  - c. I have a strong preference for retaining management.
3. **Transition**
  - a. In all likelihood, we would retain the existing team in place and keep the DeVal name (and/or some version thereof) active in the market post-closing. Our plan is to offer employment to the staff and, subject to interviewing and acceptance of the continued employment, we would expect the team to remain virtually intact following Closing.
  - b. We will work together to develop a plan for a very smooth and effective transition process.
4. **Sellers** – Ronald Penska and Dominic J. Durinzi as sole shareholders of DeVal Machine Co. ("Sellers") own 100% of the shares of DeVal, all of which shares Buyer will acquire (the "Shares") and as part of that acquisition, a 338(h)(10) election will be made.
5. **Closing** – The Closing will be targeted for November 18, 2016, but we will close sooner, if possible.
6. **Deal Structure**
  - a. This would be structured as an acquisition of substantially all of the equity interests of the DeVal Corporation. As a result of the acquisition of the Shares, the following acquired assets,

- as set forth in more detail on Addendum A hereto, shall be hereafter known as the "Assets" will also transfer to Buyer.
- b. In addition to the acquisition of the Shares, Buyer will also acquire your existing locations, 7341 Tulip Street and 7357 Keystone Street (both in Philadelphia, PA 19136), as well as the garage/property which is located at 7328 Tulip Street in Philadelphia, PA 19136 which is owned by Dom and Ron (collectively, the "Facilities") and any other real estate utilized by DeVal in a transaction just prior to the acquisition of the stock, through a related real estate acquisition entity formed for that purpose.
  - c. Furthermore, the Buyer (by virtue of the acquisition of the Shares) will assume select non-interest bearing Current Liabilities of Seller (the "Assumed Liabilities"), as more fully defined on Addendum A, but specifically excluding any interest bearing debt and amounts owed to any related entities of Seller and/or their equity owners.
  - d. In addition, Buyer expects to enter into mutually agreeable arrangements with key management team members, specifically including, but not limited to: Dominic J. Durinzi and Ronald Penska (respectively "Dom" and "Ron"), which achieves their post-closing objectives and provides for a smooth business transition. These arrangements will address both the transition period as well as any post-transition ongoing operating roles in the business. The expected terms of employment are included in Addendum B attached hereto.
7. **Targeted Purchase Price For the Assets of Company** – In light of the need for the Buyer to infuse additional working capital to operate DeVal on an ongoing basis, for hiring a salesforce, upgrading and purchasing of additional equipment and initiating other business development activities in order to grow the business, we are working toward a purchase price package of approximately One Million and Seven Hundred Thousand Dollars (\$1,700,000) for the existing business **PLUS** the value of the Facilities for what we are estimating to be a total package value of \$3.3 Million **PLUS** an additional promissory note which would bring the total package price up to \$3.6 Million. This offer is based on our understanding that Seller has historically had approximately \$8.3 Million or more in Revenues Per Year on which it generates approximately \$630,000 of Adjusted Earnings Before Interest Taxes Depreciation and Amortization ("EBITDA") per year which is the net result of taking the reported sellers compensation and discretionary/personal expenses and then subtracting a replacement salary for the Sellers and for Mr. Zinnen, and a fair market value ("FMV") rent expense on the Facilities (the "Benchmark Profit Level"). That being said, the parties understand that the 2016 financial results will likely be between \$6.6 and \$7.0 Million with lower Adjusted EBITDA as well. Please understand, that in preparing this potential offer range, we have based it on our understanding of how inventory, inventory write offs and Sales, General and Administrative Expenses were/are treated.

8. **Deal Components**

a. **Acquisition of Equity**

i. **Cash at Closing for Acquisition of Assets**

1. **Business Purchase** --- One Million and Seven Hundred Thousand Dollars (\$1,700,000) in cash/certified funds will be paid at Closing for the Assets ("Cash Payment").
2. **Facilities Acquisition** --- In addition, Buyer will pay a cash payment for the Facilities at Closing equal to the appraised value Fair Market Value ("FMV") which is expected to be One Million and Six Hundred Thousand Dollars (\$1,600,000) and which Buyer will pay by wire transfer.

ii. **Promissory Note** — In addition, Seller will receive two subordinated contingent promissory notes in the aggregate amount of Three Hundred Thousand Dollars (\$300,000) (each a "Seller Note").

1. The first Seller Note ("Note 1") in the amount of One Hundred Thousand Dollars (\$100,000) will be payable beginning in the 2<sup>nd</sup> month following

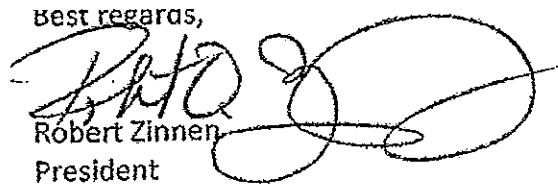
- Closing over the next 36 months with payments of approximately \$2,952.40 per month ("Note 1").
2. The second Seller Note ("Note 2") in the amount of Two Hundred and Thousand Dollars (\$200,000) will be payable beginning in the 26th month following Closing over the next 48 months with payments of approximately \$4,515.81 per month ("Note 2").
  3. To be able to afford and justify the additional purchase price, the business must reach certain financial obtainment levels. Accordingly, the payments for Notes 1 and 2 will only be paid in any calendar month in which the business generates Forty-One Thousand Six Hundred and Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67) or more of EBITDA. If EBITDA falls short of the cash flow test, that month's payment will be forgiven, unless the Adjusted EBITDA for the entire calendar year totals Five Hundred and Thousand Dollars (\$500,000) or more ("Annual Adjusted EBITDA Level"), in which case any monthly payments skipped will be paid to Seller once the Annual Adjusted EBITDA level is achieved.
- iii. **Excluded Assets** -- In addition, Seller will retain the Excluded Assets.
  - iv. **Holdback/Right of Set Off** – In order to maximize the amount of the Cash Payment available to the Seller and its shareholders at Closing, Buyer will only require a holdback as security against reps, warranties and indemnifications of One Hundred Thousand Dollars (\$100,000) ("Holdback Amount") and will offset any other claims it might have against the Seller Note. At Closing, the Holdback Amount will be placed in an interest-bearing account with any remaining Holdback balance paid to Seller on the first anniversary of Closing.
  - v. **Assumption of Liabilities** -- Buyer will assume only those liabilities of the Seller which are specifically listed on Addendum A.
  - vi. **Purchase Price Allocation** -- \$1.6MM will be allocated to the purchase of the Facilities, \$2.1 Million will be allocated to the purchase of the Inventory and \$300,000 will be allocated to the purchase of the fixed assets. {{Need to discuss this in much more depth before finalizing.}}
- 4.0*
- 3.7*
- b. **Purchase Price Adjustments** – The Definitive Purchase Agreement (the "Agreement") will provide for a dollar-for-dollar adjustment of the Cash Payment at Closing based on the actual GAAP book value of the Net Working Capital acquired by Buyer at Closing as compared to those values as of December 31, 2015 ("Benchmark Date"). Based on the 5/31/16 Balance Sheet with which we were provided, the Current Assets acquired by Buyer would be approximately \$2,745,000 which is what is expected at Closing. Seller will not divest of any of its other assets prior to Closing without Buyer's pre-approval and will continue to maintain those assets in good working order and condition.
9. **Ancillary Agreements** - Concurrently with the Closing and the execution of the Agreement, the following agreements will also be executed by the Parties: (a) Transition, Confidentiality, and Employment Agreements; and (b) Non-Competition and Non-Solicitation Agreements. Said Non-Competition and Non-Solicitation Agreements will be generally for five (5) years from the date on which Dom and/or Ron leave(s) employment with Buyer.
  10. **Conditions Precedent and Other Terms** -- The Closing of the Transaction will also be subject to normal and customary express conditions, including, but in no way not limited to: (a) Due Diligence, (b) The execution of the Agreement among Buyer and the Seller, (c) Inspection and review of the Customer Base, (d) Ron and Dom will help to transition the business to Buyer and to the extent mutually agreeable, will continue to work in the business on mutually agreeable terms. During that time, Ron will need to maintain major customer relationship due to the high customer concentration, provide introductions and attend meetings, (e) the retention of key

employees post-closing, (f) transfer of AS, Mil-Specs and ISO compliance, as well as any other certifications, in a non-encumbered/clean manner to Buyer, (g) Seller's repayment in full of the actual balances of liabilities set forth on Addendum A at Closing as well as any remaining legal fee balances to Joe Capozzoli, (h) potentially securing tail insurance coverage if, after Buyer's review of the Company's insurance policies, it feels tail coverage is needed, and (i) Financing.

11. **No Shop** - In consideration of Buyer's time and expense in pursuing an acquisition of Company, the Seller, its officers, equity owners and advisors will keep the details of Buyer's offer strictly confidential and will not directly or indirectly solicit, discuss, encourage, participate in any negotiations, accept any offers or enter into any agreement for the purchase of the Company or the Assets, or take any other action with the intention or reasonably foreseeable effect of leading to any commitment or agreement to sell or encumber the Company, the Assets, the stock of the Company for ninety (90) days from the date of the execution of this document. In the event that the Company fails to comply with the terms of this No Shop provision, Buyer will be entitled to a payment of liquidated damages, the sufficiency and adequacy of which are hereby agreed to, from the Company in the amount of One Hundred Thousand Dollars (\$100,000.00).
12. **Costs and Expenses** - All costs and expenses of each party, including, but not limited to, any and all: (a) legal; (b) accounting; (c) investment banking/business brokerage; (d) sales, income and/or real estate or other transfer taxes; and (e) due diligence expenses, to be borne by the respective party.
13. **Non-Binding Nature** - With the sole exception of the terms of Section 11 above which shall be binding, this document is not otherwise a binding agreement, and, as such, this is merely an expression of the parties' intent, and thus neither party, nor any person affiliated with either party, shall have any liabilities or obligations hereunder, other than for obligations under Subsection 11.

Together, we are much stronger and much more likely to increase the rate and magnitude of success for our companies, which is how the game is won. I look forward to working together with you to grow the businesses. Please don't hesitate to let me know if you have any questions or comments.

Best regards,



Robert Zinnen  
President

This Letter of Intent will expire if not accepted in writing by 4:00 p.m. EST on August 26<sup>th</sup> (the "Expiration Date"). Accordingly, please execute in the space provided below to signify your acceptance of this proposal and your agreement to proceed in good faith to attempt to consummate the transaction set forth hereinabove.

DeVal Corporation

---

Mr. Dominic J. Durinzi, President

Date

---

Mr. Ronald Penska, Vice President

Date

ADDENDUM A

Acquired Assets --- All items/assets used in, or useful in, the pursuit of the business operations of Seller including, but not limited to:

1. Cash
2. Trade Accounts Receivable and Undeposited Funds
3. Inventory and Supplies (Good, Marketable and Current Inventory and WIP Inventory)
4. Purchase Warranty Reserve
5. Prepaid Expenses
6. Prepaid Insurance
7. Security Deposits
8. Machinery, Equipment, Fixtures, Tools, Tooling and Molds
9. Building Improvements
10. Office Furniture, Fixtures and Office Equipment
11. Software
12. Intellectual Property, patents, etc.
13. Trade name (and any relevant permutations thereof)
14. Existing contracts and purchase orders
15. Cage Codes and any government contracting or identification
16. Phone Number(s)
17. IP Address, Domain Name and Website
18. ISO, AS or other certifications
19. Facilities
20. DACVAL, LLC

Excluded Assets — Seller will retain its ownership of the following Excluded Assets at Closing:

1. Personal Vehicles of Ron and Dom

Assumed Liabilities --- Trade Accounts Payable and Accrued Expenses

Excluded Liabilities --- Continued on Next Page

**ADDENDUM A**  
Continued on Next Page

**Excluded Liabilities** — Seller will retain its responsibility for all Liabilities not listed above as Assumed Liabilities at Closing, and will pay off the following liabilities and/or any similar liabilities at Closing:

**Deval Corporation Notes Payable - Bank (Excludes Equipment Leases and Loans)**

<u>Lender and Loan Description</u>	<u>6/26/2014</u>	<u>6/30/2016</u>	<u>Projected</u>	<u>Notes</u>
	<u>Balance</u>	<u>Balance</u>	<u>Balance</u>	
Susquehanna Bank - SBA Loan	\$1,156,354	\$1,009,000	\$917,000	Term Note. Maturity in 7-14-22.
Susquehanna Bank - Term Loan	\$330,000	\$217,000	\$150,000	Term Note. Maturity in 2-14-18.
Susquehanna Bank - Sats Credit Line	\$198,000	\$163,000	\$0	\$1,000,000 Maximum Non-Revolving Credit Line. Matures 6-30-15.
Direct Capital - Faro Arm	\$0	\$13,000	\$0	\$800,000 Maximum Non-Revolving Credit Line. Maturity 5-25-16.
Susquehanna Bank - Revolving Credit Line	\$222,000	\$634,000	\$605,000	\$500,000 Maximum Non-Revolving Credit Line. Matures 6-30-16.
Capozzoli Buyout			\$359,000	Term Note. Maturity 5/22/20
ISH Investment Capital		\$451,000	\$600,000	could be \$500K-\$650K
Susquehanna Bank - Working Capital Credit Line	\$268,400		\$0	\$100,000 Maximum Non-Revolving Credit Line. Matures 9-30-14.
<b>NOTES PAYABLE TOTAL</b>	<b>\$2,174,754</b>	<b>\$2,487,000</b>	<b>\$2,631,000</b>	

**Deval Corporation Equipment Leases and Loans**

<u>Lender and Loan Description</u>	<u>6/26/2014</u>	<u>6/30/2016</u>	<u>Projected</u>	<u>Notes</u>
	<u>Balance</u>	<u>Balance</u>	<u>Balance</u>	
Wells Fargo - Haas		\$86,000	\$55,000	
Wells Fargo - Miller Welder		\$80,000	\$50,000	
Susquehanna - Haas VF-4		\$61,000	\$48,000	
Susquehanna - Haas CNC Lathe 1		\$55,000	\$43,000	
Susquehanna - Haas CNC Lathe 2		\$95,000	\$80,000	
<b>EQUIPMENT DEBT PAYABLE TOTAL</b>	<b>\$0</b>	<b>\$377,000</b>	<b>\$276,000</b>	
<b>TOTAL DEBT</b>		<b>\$2,864,000</b>	<b>\$2,907,000</b>	

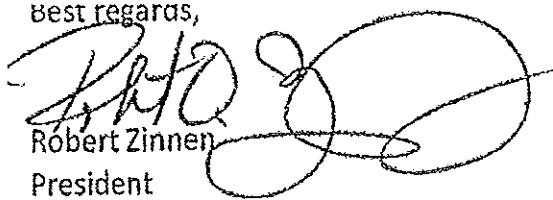
**ADDENDUM B**  
**Employment of Key Employees**

1. **Arrangement** --- As mentioned above, Buyer envisions making employment offers to Seller's current employees, once Buyer acquires the Assets.
2. **Compensation** --- Buyer will have specific discussions with each employee, but the general thought process at present is that, with the exception of the owners, their compensation package will be substantially similar to what is currently offered to them according to the information provided by Seller.
3. **Seniority** --- In addition, seniority commensurate with the employees' term of service with Seller will be carried over with respect to any benefit entitlement which is related to years of service in Buyer's company.
4. **Benefits** --- As indicated previously, based on what was disclosed to us with respect to Seller's current benefits package, although there may be some differences, on a net basis, Buyer's intention is to institute a very similar plans so that benefits are very comparable.
  - a. To the extent enrollment periods are out of sync, it may be necessary to structure a bridge period during which those employees remain on Seller's benefit plans while the enrollment process takes place. In the event Seller incurs any costs related thereto, Buyer will reimburse Seller for said costs.
5. **Expectations** --- All key employees of Buyer are required to execute non-competition and confidentiality agreements. Depending on what agreements of that source are in place with Seller and the assignability of any such agreements, Buyer, in its sole discretion, may elect to have some of the preexisting non-competes assigned to Buyer. Otherwise, new ones will be entered into with each key employee as a condition of employment. Due to the compressed time frame to Closing, it is essential that in depth discussions with each of the employees Buyer intends to hire take place immediately. Therefore, upon the execution of this Letter of Intent, Buyer and Seller will cooperate to schedule meetings/interviews for Buyer with employees identified by Buyer as being considered for employment.
6. **Dom's Employment Arrangement** will generally be as follows:
  - a. **Responsibilities** --- Dom's responsibilities, other than corporate administration, financial oversight and executive management of corporate affairs, will remain basically the same.
  - b. **Title** --- President
  - c. **Nature of Initial Employment** --- Dom will be a full time employee of Buyer and will be provided with a one (1) year employment agreement with employment thereafter being subject to at will employment. As part of his employment, it is anticipated that his average work hours per week will be between 40 and 50 hours per week with occasional overnight travel.
  - d. **Salary** --- \$200,000 based on full time employment.
    - i. Buyer is flexible to adjust compensation and hours if Dom wants to work less in later years.
    - ii. Dom will also receive 1/3 of Annual Free Cash Flow after debt service up to a maximum of \$50,000 per year, unless his base salary is increased to an annual amount of \$250,000.
  - e. **Basic Incentive Compensation** --- Dom will receive an additional bonus of \$30,000 in any year in which the DeVal portion of Buyer's revenues exceed \$8,800,000 of Revenues, plus an additional \$30,000 in any year in which the DeVal portion of Buyer's revenues exceed \$9,300,000.
  - f. **Growth Incentive Compensation** --- In addition, Dom will receive 5% of the Gross Profit of the DeVal portion of Buyer's business in excess of \$2,500,000 during any year in which he works at least 30 hours per week for Buyer.
  - g. **Other Compensation and Fringes** --- This package also includes four (4) weeks of vacation, group health benefits commensurate with other employees of Buyer with comparable levels, reimbursement for work-related travel expense and mileage reimbursement from the Facilities at the Internal Revenue Service published rate, etc.
    - i. For purposes of clarity, the Buyer will pay the same portion of Dom's benefits costs as it does for other full time employees.

7. Ron's Employment Arrangement will generally be as follows:

- a. **General** --- As mentioned previously, we have based our structure on our initial understanding that Ron is not looking to remain post-closing on a full time basis for more than two years post-closing.
- b. **Responsibilities** --- Ron's responsibilities will basically be focused on helping to operate the business in a similar fashion to what he has done for years and to transition his operating and technical knowledge, as well as the management functions in which he typically plays a key role. In addition, subject to his willingness and availability to do so, Ron will also be involved in general management and strategic planning.
- c. **Title** — Vice President
- d. **Nature of Initial Employment** --- Ron will be a full time employee of Buyer and will be provided with a one (1) year employment agreement with employment thereafter being subject to at will employment. As part of his employment, it is anticipated that his average work hours per week will be between 40 and 50 hours per week with minimal overnight travel.
- e. **Salary** --- \$150,000 based on full time employment. Buyer is flexible to adjust compensation and hours if Ron wants to work less in later years.
  - i. Ron will also receive 1/3 of Annual Free Cash Flow after debt service up to a maximum of \$50,000 per year, unless his base salary is increased to an annual amount of \$250,000.
- f. **Basic Incentive Compensation** --- Ron will receive an additional bonus of \$25,000 in any year in which the DeVal portion of Buyer's revenues exceed \$8,800,000 of Revenues, plus an additional \$25,000 in any year in which the DeVal portion of Buyer's revenues exceed \$9,300,000.
- g. **Growth Incentive Compensation** --- In addition, Ron will receive 4% of the Gross Profit of the DeVal portion of Buyer's business in excess of \$2,500,000 during any year in which he works at least 30 hours per week for Buyer.
- h. **Other Compensation and Fringes** --- This package also includes four (4) weeks of vacation, group health benefits commensurate with other employees of Buyer with comparable levels, reimbursement for work-related travel expense and mileage reimbursement from the Facilities at the Internal Revenue Service published rate, etc. while Ron is full time with Buyer.
  - i. For purposes of clarity, the Buyer will pay the same portion of Ron's benefits costs as it does for other full time employees.

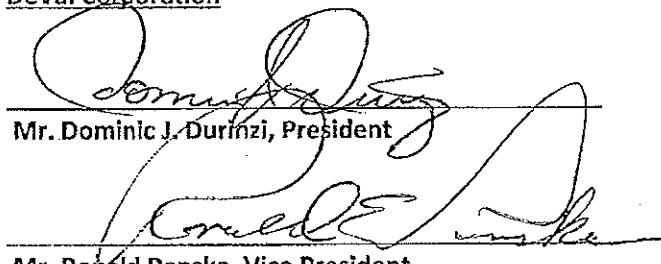
Best regards,



Robert Zinner  
President

This Letter of Intent will expire if not accepted in writing by 4:00 p.m. EST on September 1<sup>st</sup> (the "Expiration Date"). Accordingly, please execute in the space provided below to signify your acceptance of this proposal and your agreement to proceed in good faith to attempt to consummate the transaction set forth hereinabove.

DeVal Corporation



---

Mr. Dominic J. Durinzi, President

8/31/16

Date



---

Mr. Ronald Penska, Vice President

8/31/16

Date

## RE: DeVal conference call

Sam Thevanayagam <sam@partslifeinc.com>

Tue 2/28/2017 7:31 PM

To:joerf <joerf@aol.com>;

Cc:James Emerich <jim@partslifeinc.com>; dominicdj@msn.com <dominicdj@msn.com>;

Jim please share with Joe our accountant's information. We meet with him on Thursday. Maybe we talk when we are together. Sam

*Sam Thevanayagam* | President

PARTS LIFE, INC. | 30 Twosome Drive | Moorestown, NJ 08057

Phone: 856-786-8675 | Fax: 856-786-8677 | [www.PartsLifeInc.com](http://www.PartsLifeInc.com)

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**From:** Joerf [mailto:[joerf@aol.com](mailto:joerf@aol.com)]  
**Sent:** Tuesday, February 28, 2017 3:57 PM  
**To:** Sam Thevanayagam <[sam@partslifeinc.com](mailto:sam@partslifeinc.com)>  
**Cc:** joerf@aol.com; James Emerich <[jim@partslifeinc.com](mailto:jim@partslifeinc.com)>; dominicdj@msn.com  
**Subject:** DeVal conference call

Sam,

We just finished the conference call.

A lot of good information. Not an easy scenario.

I need to speak with your accountant, and have Dom send his 2016 financials to your accountant, as well as to his attorney, Dave Smith.

Please send us the contact information.

I may not be able to speak with your accountant until Thursday morning.

Traveling tomorrow.

Hope all else is well.

Joe

Sent from AOL Mobile Mail

-----Original Message-----

From: Dominic Durinzi <[dominicdj@msn.com](mailto:dominicdj@msn.com)>  
To: Joerf <[joerf@aol.com](mailto:joerf@aol.com)>  
Sent: Mon, Feb 27, 2017 06:53 PM

DEV-0243

3/31/2017

RE: DeVal conference call - Dominic Durinzi

Subject: RE: Lunch meeting & next steps

No problem Joe, if you like any questions answered by the attorneys prior to the call please send them to me. If not we will talk at 3:00pm. I will call you and conference you in. Thanks.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: Joerf <[joerf@aol.com](mailto:joerf@aol.com)>  
Date: 2/27/2017 6:11 PM (GMT-05:00)  
To: [dominicdj52@gmail.com](mailto:dominicdj52@gmail.com), [dominicdj@msn.com](mailto:dominicdj@msn.com)  
Subject: Fwd: Lunch meeting & next steps

Hi Dom,

This is the e-mail you were referring to, and yes, I had seen it.

Sorry for the confusion.

Joe

—Original Message—

From: Sam Thevanayagam <[sam@partslifeinc.com](mailto:sam@partslifeinc.com)>  
To: Joerf <[joerf@aol.com](mailto:joerf@aol.com)>; dominicdj52 <[dominicdj52@gmail.com](mailto:dominicdj52@gmail.com)>  
Cc: James Emerich <[jim@partslifeinc.com](mailto:jim@partslifeinc.com)>; hystick93 <[hystick93@aol.com](mailto:hystick93@aol.com)>  
Sent: Sun, Feb 26, 2017 8:09 pm  
Subject: RE: Lunch meeting & next steps

Gentlemen please note that this address is only until March 31<sup>st</sup>. Joe thanks for sharing. We wont drop in on you!!!. For mail only. Kind Regards, Sam

*Sam Thevanayagam* | President

PARTS LIFE, INC. | 30 Twosome Drive | Moorestown, NJ 08057  
Phone: 856-786-8675 | Fax: 856-786-8677 | [www.PartsLifeInc.com](http://www.PartsLifeInc.com)

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From: Joerf [<mailto:joerf@aol.com>]  
Sent: Sunday, February 26, 2017 7:24 PM  
To: [dominicdj52@gmail.com](mailto:dominicdj52@gmail.com); Sam Thevanayagam <[sam@partslifeinc.com](mailto:sam@partslifeinc.com)>  
Cc: James Emerich <[jim@partslifeinc.com](mailto:jim@partslifeinc.com)>; hystick93@aol.com  
Subject: Re: Lunch meeting & next steps

Hi Dom,

DEV-0244

3/31/2017

RE: DeVal conference call - Dominic Durinzi

My mailing address beginning March 1 and through March 31 will be:  
Joseph R Ford  
325 Dunes Blvd  
Unit 203  
Naples, FL 34110

Phone will remain the same - 856-498-9649. Alternate 856-904-6482

Thank you,  
Joe

Sent from AOL Mobile Mail

DEV-0245

3/31/2017

This week - Dominic Durinzi

## This week

Sam Thevanayagam <sam@partslifeinc.com>

Sat 2/18/2017 10:51 AM

To:Joerf <joerf@aol.com>; James Emerich <jim@partslifeinc.com>; Dominic Durinzi <dominicdj@msn.com>;

With Joe & I traveling this week is it possible to do a conference call on Wednesday Feb 22<sup>nd</sup> morning at 10 am. Please let me know & I will send out an invite and a conference call number. Thanks,

*Sam Thevanayagam* | President

PARTS LIFE, INC. | 30 Twosome Drive | Moorestown, NJ 08057  
Phone: 856-786-8675 | Fax: 856-786-8677 | [www.PartsLifeInc.com](http://www.PartsLifeInc.com)

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DEV-0246

3/31/2017

Conference - Dominic Durinzi

## Conference

Sam Thevanayagam <sam@partslifeinc.com>

Tue 2/21/2017 11:30 AM

To:joerf@aol.com <joerf@aol.com>; dominicdj@msn.com <dominicdj@msn.com>; James Emerich <jim@partslifeinc.com>;

Per Sam, please join him on a conference call tomorrow, Wednesday 2/22/17 at 10 AM.

Conference # is 856-389-4703

Passcode # is 1212#

Any questions, please give me a call @ 856-786-8675

Thank you Meredee

DEV-0247

Subj: New Prospect  
Date: 3/10/2017 11:04:00 A.M. Eastern Standard Time  
From: [gmlesq@gmail.com](mailto:gmlesq@gmail.com)  
To: [hystick93@aol.com](mailto:hystick93@aol.com), [dominicdj@msn.com](mailto:dominicdj@msn.com)

Ron—

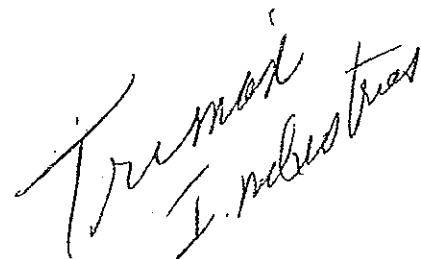
Is 11am Monday ok for another walk through? This is with a local defense logistics and military distribution company run by Bill Bernardo and Scott Truskin at <http://www.trimanindustries.com/news-updates>

They have the cash to do a deal and this looks right up their alley. Dom wants to make sure the time does not interfere with your production, so let me know if you need to move to Wednesday when he is back.

Best,

Gene Linkmeyer  
[gmlesq@gmail.com](mailto:gmlesq@gmail.com)

=



A handwritten signature in black ink that reads "Tremont Industries". The signature is written in a cursive style with a slight slant to the right.

Subj: Bill Bernardo  
Date: 3/13/2017 4:46:34 P.M. Eastern Daylight Time  
From: [gene@linkmeyerlaw.com](mailto:gene@linkmeyerlaw.com)  
To: [dominicdj@msn.com](mailto:dominicdj@msn.com), [hystick93@aol.com](mailto:hystick93@aol.com)

Guys look at Bills question below. I'll try to set up a 10am Tuesday conference call with me, Bill and Dom.

Best,  
Gene Linkmeyer  
610-348-6899  
-Sent from my iPhone

Begin forwarded message:

From: "Bill Bernardo" <[wabernardo@comcast.net](mailto:wabernardo@comcast.net)>  
Date: March 13, 2017 at 4:24:58 PM EDT  
To: <[Gene@LinkmeyerLaw.com](mailto:Gene@LinkmeyerLaw.com)>

Gene,

Thank You very much for the time spent this morning. Scott and I have a very serious interest in potentially acquiring the business. It is a fit with our business experience and what we would like to do from an investment perspective.

In the meantime could you clarify a couple things based on this morning's conversations. Ron indicated that prior to the legal issues the business was running at about an \$8 Million per year sales level with the majority of activity coming with the DLA (Defense Logistics Agency). According to DLA published information purchases to the DeVal Corporation cage code were not at that level. The following is what the DLA is reporting as purchases by year from DeVal Corporation. Could you clarify the difference.

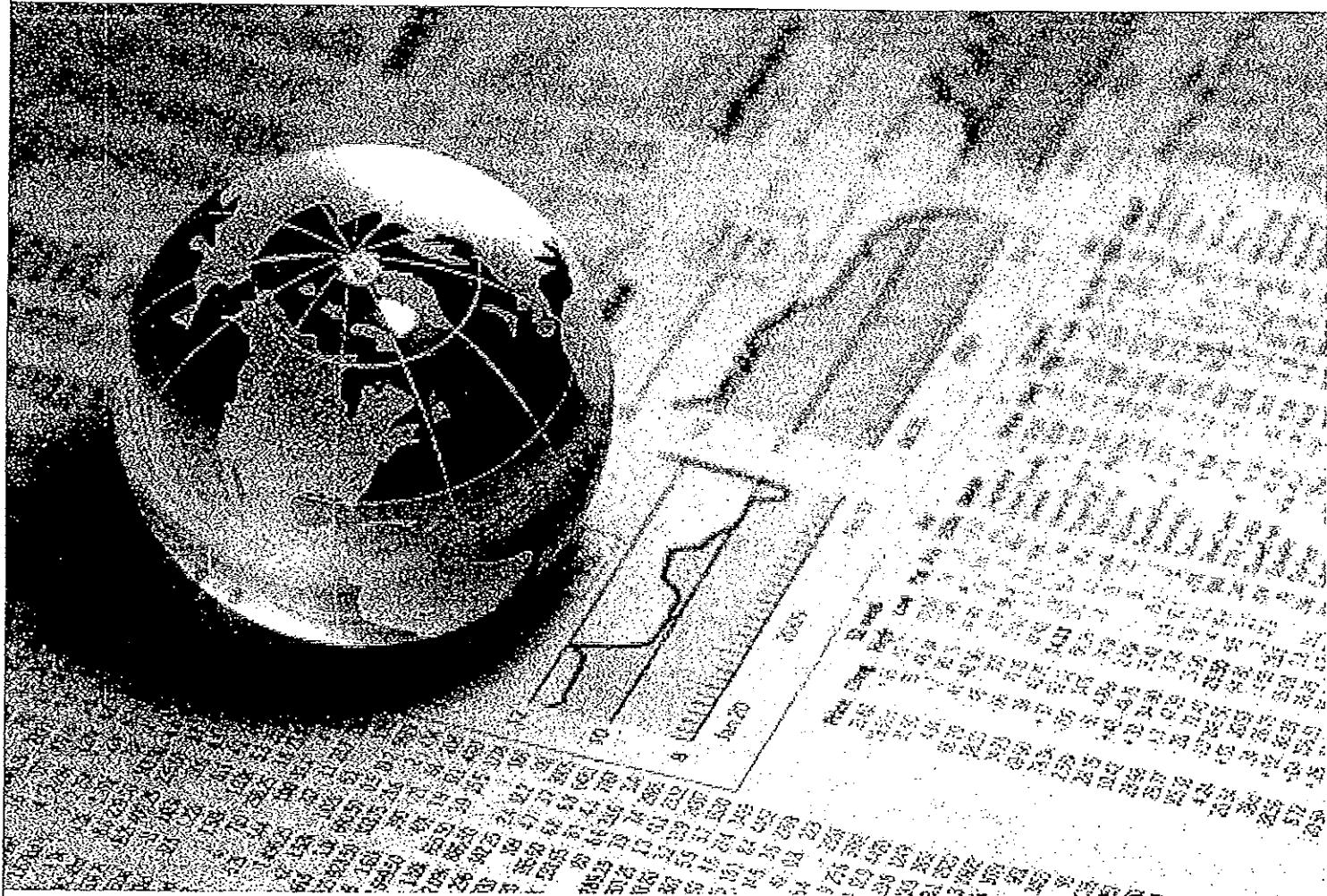
2017	\$ 440,237.63
2016	\$ 2,463,917.63
2015	\$ 2,105,375.07
2014	\$ 2,035,429.68
2013	\$ 2,382,712.30
2012	\$ 1,780,611.56
2011	\$ 2,935,798.88
2010	\$ 1,325,346.00

As we move forward an understanding of the total sales opportunity and associated margins is critical to establishing a transaction framework. With the pending snow storm, I don't expect to be going anywhere tomorrow. Let me know if Dominic would be available to talk. I can be flexible with his schedule.

Again, Thank You for the time spent today.



## NEWS & UPDATES



March 2017

### TRIMAN PROUDLY PARTNERS WITH SAINT-GOBAIN OMNISEAL BRAND®

Triman is the DLA distributor of the OmniSeal® brand, a member of Saint-Gobain Seals' family of critical parts engineered for sealing control made from Fluoroloy® polymer materials. Since the early 1950s, OmniSeal® seals have been widely used for extreme environments in various industries where low friction,

high load and extreme temperature are required. They are designed to bridge the gap between conventional elastomer lip seals and mechanical face seals.

The OmniSeal® brand includes OmniLip™.

CAGE 05939 & 12599

<http://www.seals.saint-gobain.com/> (<http://www.seals.saint-gobain.com/>)

October 2016

## TRIMAN IS PROUD TO PARTNER WITH TRI-TEC MANUFACTURING

Tri-Tec Manufacturing in Kent, Washington builds tough, reliable components that go the distance. With fire-safe ventilation valves and actuators installed on nearly all of our Navy's surface ships, Tri-Tec is proud of its ability to meet the technological demands of today's Navy and provide innovative solutions to complex systems. The latest line of electronic actuators is completely non-intrusive and allows for remote programming. Tri-Tec is ISO certified with in-house engineering and manufacturing teams. Their products are all made in the USA!

Tri-Tec has four major product lines:

1. Actuators, both Mil-V-24657 and rugged commercial grade - these actuators can drive from the smallest valves to most of the Navy's largest in both quarter-turn and multi-turn configurations.
2. Small and Large Manual Gearboxes - these units have bronze housings and are nearly indestructible.
3. Fire-Safe Ventilation Valves - made from stainless steel to exacting Navy drawings and available in round or obround, these are the best and most reliable in the business.
4. Flux Drive Magnetic Couplings - newly patented, these couplings solve motor/load combination bearing and seal wear from vibration, improve load performance and save energy.

CAGE 56349 & 98032

Visit Tri-Tec's website:

<http://www.tritecmfg.com/> (<http://www.tritecmfg.com/>)

August 2016

## MODULAR DEVICES, INC. IS TRIMAN'S NEWEST PARTNER

Modular Devices, Inc. is a privately held U.S. Corporation established in 1973. It specializes in the rapid design, development and manufacture of robust, high reliability DC to DC converters, power supplies, controllers & distribution products for the military, commercial, space and aerospace communities worldwide.

Comprehensive range of in-house engineering and production capabilities allow MDI to be exceptionally responsive to its customers' diverse requirements.

Professional staff optimized for performance to Mil & Space level Quality Assurance and Program Management requirements.

MDI is uniquely capable of coordinating advanced power conversion technologies with professional management to meet or exceed customer challenges.

MDI is proud of our long heritage of accomplishment and customer satisfaction. We remain committed to providing our partners with cutting edge solutions, reducing risk, maintaining rigorous quality standards and control, and fostering long lasting relationships built on communication and trust.

CAGE 52202

Visit MDI's website:

<http://mdipower.com/> (<http://mdipower.com/>)

May 2016

## TRIMAN INDUSTRIES PARTNERS WITH WESTWIND TECHNOLOGIES, INC.

WestWind's products for aviation applications include rotor wing aircraft (H-60 A/L/M, CH-47, Kiowa, and Apache) A and B Kits manufacture and integration. WestWind specializes in build-to-print and custom wiring harnesses, cables, control boxes, electro-mechanical assemblies, precision machining, metal forming, and mechanical assemblies. System application products include H-60/S-70i ESSS Lightweight Hoist Mission Kit, Air-Crew Microclimate Cooling System, Encrypted Air Warrior Intercom System, Control By-Pass Adapter (CBA).

CAGE 1K9E4

Visit WestWind's website:

<http://www.westwindcorp.com/> (<http://www.westwindcorp.com/>)

February 2016

## TRIMAN INDUSTRIES PARTNERS WITH STEINER EOPTICS

Steiner eOptics Inc. is known for its state-of-the-art visible and infrared laser aiming devices, tactical lights, and infrared illuminators that are used by military, law enforcement and civilians worldwide. The Steiner eOptics products enable more accurate marksmanship and provide each user with a higher level of confidence and a greater level of safety when firing a weapon. Steiner eOptics holds a number of U.S. patents and maintains an ISO 9001:2008 factory certification.

CAGE 0YR11

Visit Steiner eOptics's website:

<http://www.steiner-defense.com/> (<http://www.steiner-defense.com/>)

## TRIMAN INDUSTRIES PARTNERS WITH ARROWHEAD PRODUCTS

Arrowhead Products is an OEM manufacturer of complex Air Distribution Ducting Systems, supporting most military aircraft flying today. They are a major source to Boeing, Lockheed Martin, Northrop Grumman, GE, Pratt & Whitney, and more.

The Air Distribution Ducting Systems products are used throughout airframe and engine applications including Pneumatic Systems, ECS, Engine Bleed Air, QEC, and EBU. Other products manufactured are Thermal Anti-Ice & Piccolo Tubes, Starter Ducts, Insulation Blankets and Heat Shields. Materials include Titanium, Inconel, Stainless Steel, Composites and Elastomers.

CAGE 70628

Learn more about Arrowhead Products:

<https://www.arrowheadproducts.net/> ([http://www.arrowheadproducts.net/](https://www.arrowheadproducts.net/))

January 2016

## WHIPPANY ACTUATION SYSTEMS IS THE LATEST PARTNER TO JOIN THE TRIMAN ADVANTAGE PROGRAM

Whippany Actuation Systems designs, manufactures & supports engineered electromechanical actuation systems for commercial and military applications, providing maximum value to their aerospace partners.

CAGE 81039

[www.whipactsys.com \(http://www.whipactsys.com/\)](http://www.whipactsys.com/)

December 2015

## TRIMAN INDUSTRIES IS TRACE INTERNATIONAL CERTIFIED

Triman Industries has completed a comprehensive background review conducted by Trace International, which is the internationally recognized organization that works with companies to raise anti-bribery compliance standards worldwide.

As a global supply chain distribution company for military aftermarket spare parts, Triman strives for excellence in all business activities and accreditations. Triman has adopted a high level of standards in our Code of Ethics, Code of Conduct and Anti-Bribery Compliance.

Triman is proud to announce that we have been certified by Trace International for Anti-Bribery Compliance.

September 2015

## TRIMAN CELEBRATES 20 YEARS IN BUSINESS

Triman Industries celebrated 20 years in business with a company luncheon at Filomena Cucina Rustica in West Berlin, NJ on Friday, September 18th. Everyone was treated to a 3 course lunch as well as a rolling slideshow that featured photographs and employee-submitted memories from years past. President, Scott Truskin, thanked everyone, past and present, and had created a game prior to the luncheon that required employees to submit three facts about themselves. Throughout the luncheon, Scott would read a grouping of three facts and everyone would have to guess who he was describing. Vice President of Operations, Glenn Bocchetti; Vice President of Sales, Kathy Reynolds; and one of Triman's original employees, Sales Coordinator, Carol Boyle had all prepared something to say about Triman. It was a truly special and unifying event that the employees of Triman will not soon forget.

August 2015

## TRIMAN INDUSTRIES ACCEPTED INTO NEW DLA LAND & MARITIME'S QSLD PROGRAM

Triman Industries is proud to announce our acceptance into the Qualified Suppliers List of Distributors (QSLD) program for FSC 5961 and 5962. This eligibility identifies Triman's facility CAGE code 0ZBE8 as a qualified distributor eligible to supply FSC 5961 and 5962, military and commercial grade product, as dictated under the Criteria and Provisions document for the QSLD program.

## TRIMAN INDUSTRIES CONTINUED QUALIFICATION IN THE DLA TROOP SUPPORT QSLD PROGRAM

Triman Industries is proud to announce our continued qualification and renewal into the the Qualified Suppliers List for Distributors (QSLD). Triman is qualified under CAGE Code 0ZBE8 for another three year term to be listed as an approved QSL Distributor for Class 2 Threaded Fasteners; Class 3 Threaded Fasteners, Rivets, and Quick Release Pins.

### ABOUT (/ABOUT)

Certificates / Terms & Conditions ([/certificates-terms-and-conditions](#))

Affiliations ([/affiliations](#))

Mission Statement ([/mission-statement](#))

News & Updates ([/news-updates](#))

Conferences ([/conferences](#))

### CAPABILITIES (/TRIMAN-ADVANTAGE-PROGRAM-TAP)

Triman Advantage Program (<http://www.trimanindustries.com/triman-advantage-program-tap>)

Packaging ([/packaging](#))

Export Management ([/export-management](#))

Quality Control ([/quality-control](#))

### PRODUCTS (HTTP://WWW.TRIMANINDUSTRIES.COM/PARTNERS)

Partners ([/partners](#))

Inventory Search (<http://servicos.trimanindustries.com/edb/ASPSearch.htm>)

Request A Quote (<http://www.trimanindustries.com/request-quote>)

### CONTACT (/CONTACT)

Partner Login (<http://services.trimanindustries.com/>)



## DeVal Overview

### January 17, 2017

DeVal Corporation is a total industrial consolidated business concern based in the City of Philadelphia, incorporated under the laws of the Commonwealth of Pennsylvania in the U.S.A. for the past 62 years.

DeVal Corporation was founded in 1954 with its roots in several manufacturing areas. Equipment manufacturing, remanufacturing, and turn-key start up, along with long-term logistic and spare part support are the primary customer oriented services offered by DeVal Corporation.

Our customer service oriented team, along with our engineering and reverse engineering capabilities has made DeVal stand out in the fleet as the optimum source for support. Our past and present performance has established DeVal as the sole source supplier of approximately 45 families of legacy Aircraft Support Equipment. These families encompass various types of fuel and Transporter Adapters, Bomb Hoists, Munitions Trailers, Dollies, Maintenance Platforms, Cargo Loaders, Drawbars, Tow Bars, Engine Adapters, Various Weapons Skids and hydraulic, Self Propelled Weapons Loaders, etc. Some of these units have as many as 3000 parts on each different unit. Besides the numerous contracts that are acquired by open bid competition, DeVal has sole source contracts for spare and repair parts.

We are presently certified and in conformance with ISO 9001:2008 and AS9100C. Our Quality Program has additionally incorporated the fundamental philosophies of Total Quality Management (TQM) within the program establishing a foundation for continuous improvement.

During our long existence, the essential personnel were developed by DeVal Corporation to satisfy contractual obligations concerning accelerated turn around, delivery, and surge requirements. Over the years, DeVal Corporation has had a consistent work force core. This core of personnel, comprised of people from all ethnic groups, has developed a team concept that combines their specialized training, skills and experience to complete each manufacturing, and remanufacturing requirement. DeVal Corporation retains its employees and maintains an attractive working atmosphere with comprehensive personnel, OSHA safety, environment protection, and drug free work place policies.

Specialized manufacturing and re-manufacturing or advanced total equipment restoration processes are accomplished through coordination of highly trained and experienced personnel utilizing state of the art equipment, materials, and manufacturing techniques, that has optimized manufacturing time, quality and kept DeVal extremely competitive.

DEV-0256

AIRCRAFT ARMAMENT WEAPON SUPPORT EQUIPMENT SINCE 1854

7341 Tulip Street/Philadelphia, Pennsylvania 19136 • 215•332•1200 • Fax 215-332-0470



Independent computer software systems have been developed and utilized at DeVal Corporation to monitor and regulate internal performance, vendor performance and external field performance and to include long term usage, annual requirements, and high failure rate items.

Our extensive capabilities allow for multitudes of diverse programs and projects which encompass the following:

1. Disassembly and sandblasting
2. Certified welding and sheet metal fabrication
3. Machining, heat treating and plating
4. Specialized tooling, die and fixture processing
5. Hydraulic teardown, assembly and testing with fully equipped hydraulic laboratory.
6. Electrical assembly and trouble shooting in self contained electronics laboratory.
7. Engine assembly and dynamometer testing
8. A self contained polyurethane paint line
9. Computer assisted stock and inventory control
10. Assembly, finalization and shipping.
11. Certified weight testing.
12. Certified Gage Laboratory
13. Certified NDT Equipment and personnel

The non-dependence on all outside sources mandates the success of DeVal Corporation's manufacturing and remanufacturing program. The reason for this is the 62 year evolution which has enabled DeVal Corporation, with its dedication, desire, and most importantly profound knowledge, to successfully manufacture, design, redesign, modify, and/or remanufacture to print all of the parts and equipment that have entered the facility.

DeVal Corporation is a company with ample experience and many years of working with manufacturing, field services, remanufacturing and maintenance in the following areas:

- Military markets around the world and the Defense Dept. of the United States
- Equipment for use in civil airports
- Equipment for use in military airports on land
- Equipment for use on ships
- Technology in Military Equipment

The following is just a few samples of versatility and capabilities:

DEV-0257

AIRCRAFT ARMAMENT WEAPON SUPPORT EQUIPMENT SINCE 1954

7341 Tulip Street/Philadelphia, Pennsylvania 19136 • 215-332-1200 • Fax 215-332-0470



#### Military Applications

- a. Weapons Loaders
- b. Bomb hoist
- c. Forklift trucks
- d. Maintenance trucks
- e. Munitions Trailers
- f. Maintenance stands
- g. Aircraft Jacks
- h. Buckle and Strap Assemblies
- i. Tow tractors
- j. Missile Adapters
- k. Fuel tank handlers
- l. Cylinders
- m. Valves
- n. Wheels, Brakes
- o. Towbars
- p. Engine Adapters
- q. Rocket Storage and Warhead Stands
- r. Zero Maintenance package development for Military Trailers.

Our customer service oriented team, along with our engineering design and reverse engineering capabilities has made DeVal stand out in the fleet as the optimum source for support. Our past and present performance has established DeVal as the sole source supplier of approximately 45 families of legacy Aircraft Support Equipment. These families encompass various types of fuel and Electronic Transporter Adapters, Bomb Hoists, Munitions Trailers, Dollies, Maintenance Platforms, Cargo Loaders, Drawbars, Tow Bars, Self Propelled Weapons Loaders, etc. Some of these units have as many as 3000 parts on each different unit. We have also negotiated several Long Term BOA Contracts (Basic Ordering Agreements) for spare parts from the Defense Supply Centers. DeVal has recently received a contract for upgrading and overhauling of the SATS E Loader. DeVal Corporation is the sole manufacturer of approximately 260 of these self propelled loaders in mid 1990's. DeVal is the primary source for most of the parts required. We are the sole manufacturer of many of the items used in this very extensive complicated Self Propelled Weapons Loader.

DeVal has recently become involved with foreign military sales for several countries. This market is in the very early stages with huge potential.

DeVal Corporation owns tooling packages including all of the required Forging Dies, Casting Patterns, molds etc. and has developed specialized welding and machining fixtures for all the 65 Families of Aircraft Support Equipment that we produce. In many instances DeVal possesses and is the only source of the drawings to produce these end items and parts that are required for critical fleet movements.

DEV-0258

AIRCRAFT ARMAMENT WEAPON SUPPORT EQUIPMENT SINCE 1954

7341 Tulip Street/Philadelphia, Pennsylvania 19136 • 215•332•1200 • Fax 215-332-0470



DeVal Corporation feels that with our past experiences and high customer satisfaction, we offer the best value package that is on the market today. This is from the standpoint of cost, reliability, acquisition, logistic standpoint, and overall value.

Our Main office and place of manufacturing is 7341 Tulip Street, Philadelphia, PA 19136. The principals of ownership are Dominic J. Durinzi, President, and Ronald E. Penska, Vice President.

*Dominic J. Durinzi*

DEV-0259

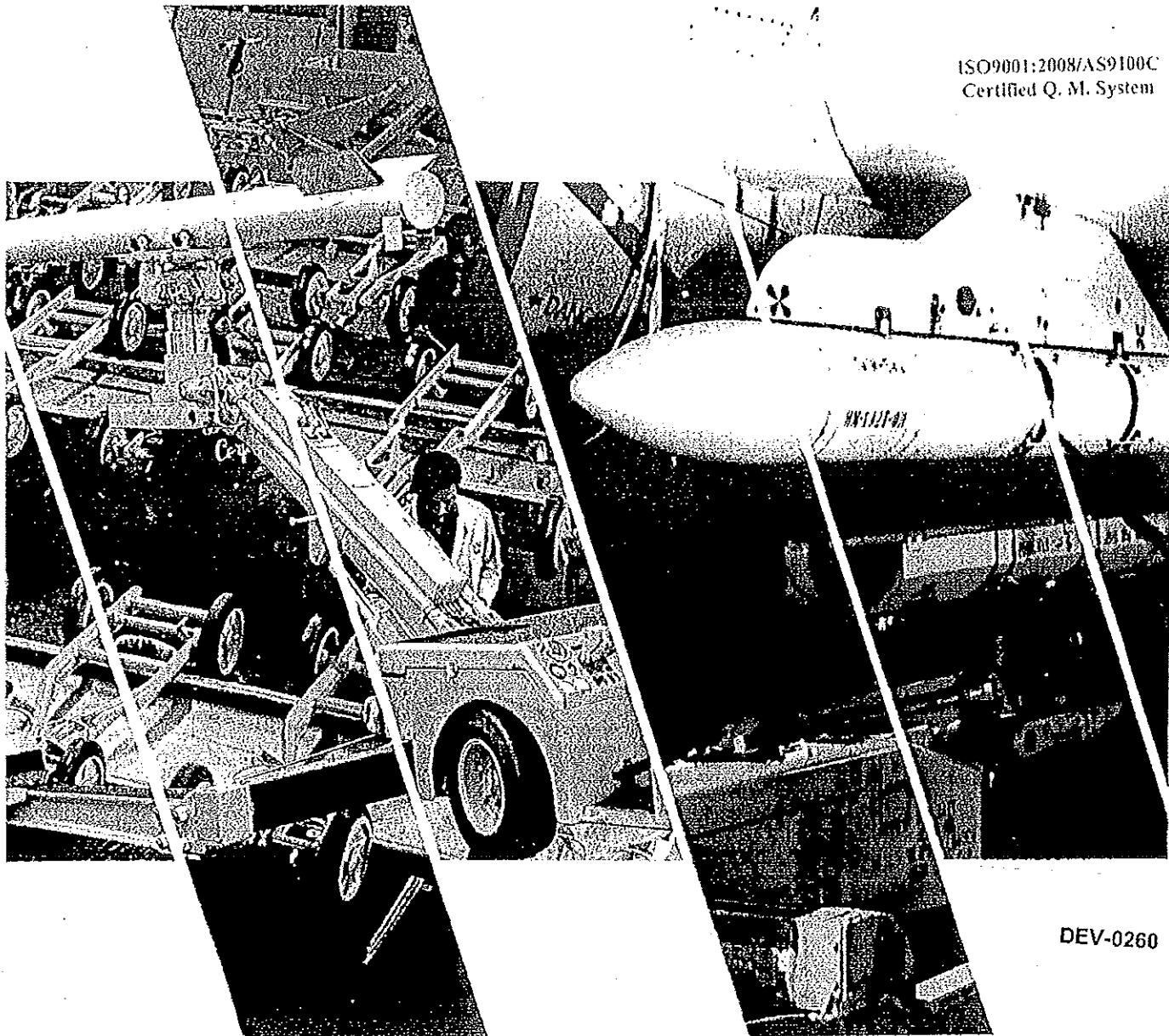
===== AIRCRAFT ARMAMENT WEAPON SUPPORT EQUIPMENT SINCE 1954 =====

7341 Tulip Street/Philadelphia, Pennsylvania 19136 • 215•332•1200 • Fax 215-332-0470



**High Technology Manufacturer/Remanufacturer of  
Armament Support Equipment for the Military and Industry**

ISO9001:2008/AS9100C  
Certified Q. M. System



DEV-0260

# DeVal

## Growth Through Strength

From a one-man, one-machine beginning in the middle 1930's, DeVal Corporation today is a universally recognized leader in the manufacture and remanufacture of sophisticated armament support equipment for the military, and, more recently, for industry.

### Complete Overhauls

Its 250-person work force demonstrates special expertise in the restoration to full operational capability worn-out, disabled, or obsolete armament support equipment for all attack and fighter aircraft weapons and missiles. DeVal's remanufacturing know-how also is

available for application on high-performance industrial trucks and forklifts.

### Advanced Technology

Originally a high-quality manufacturer of machine parts, DeVal expanded during its early days into small assemblies, sub-assemblies, complete assemblies, and, by the late 1950's, was into the manufacture of complete, high-quality materials handling products.

As the company grew, it continued to build strength upon strength. More and more technically degreed personnel joined the firm. The most

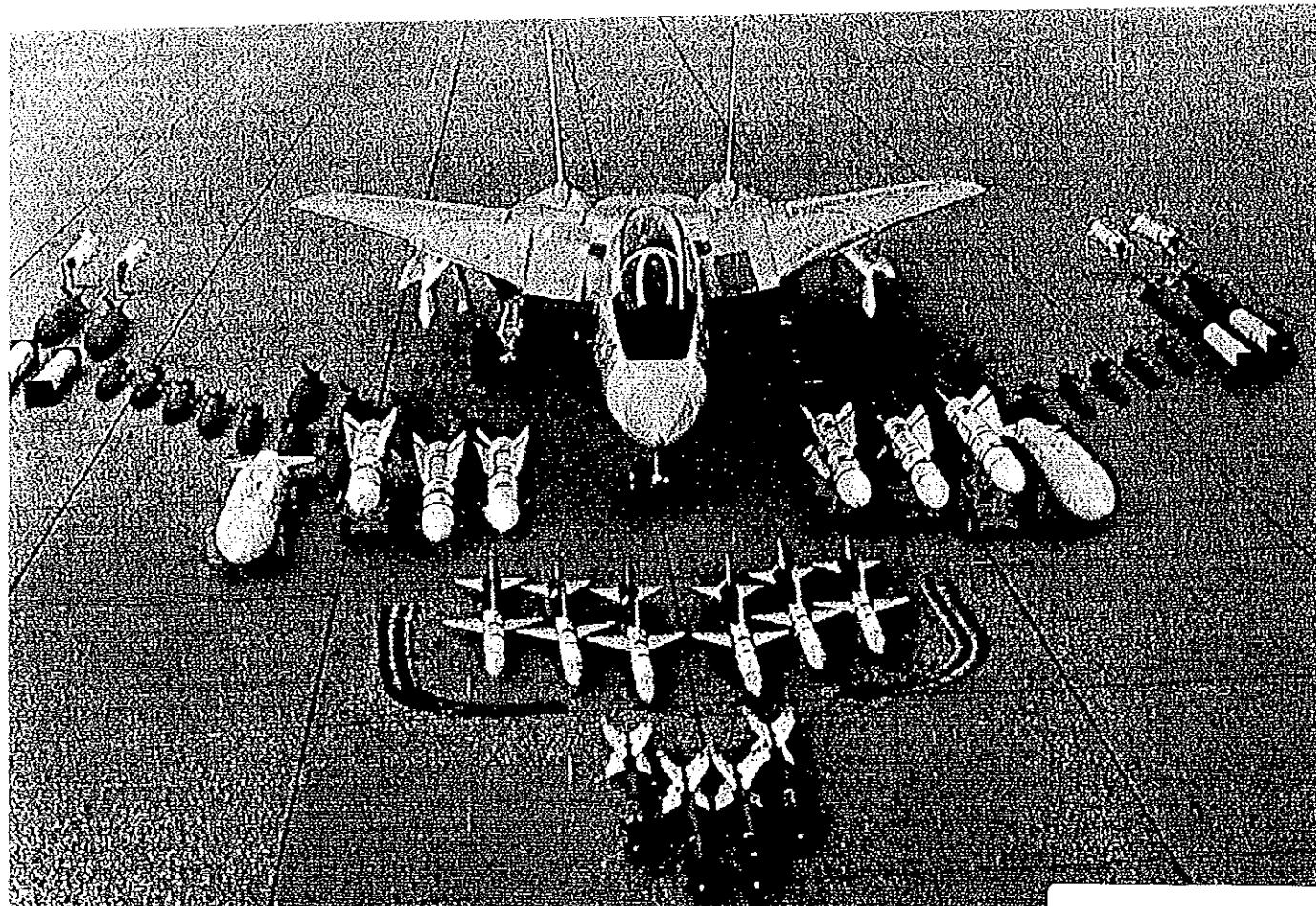
advanced technologies, including computerization, the installation of CNC machine tools, and utilization of the most modern welding and machining techniques, were employed.

### Competency and Pride

#### Work Together

Skilled shop operators team with top management and technical experts in adherence to a philosophy of hands-on training and problem-solving that bring DeVal a wealth of experience and technological capability second-to none in the industry.

Outstanding competency is the benchmark for measuring the



high level of DeVal employee performance. Pride in doing things right and on time is a hallmark here. That is why our employee turnover rate is so low and why our output quality is so high.

### **Reliability and Accountability are No. 1**

In these times of international uncertainty and the absolute need to maintain an unchallenged combat-ready defense force without excessive costs, DeVal stands as an example of reliability and accountability.

Our finished products, which invariably are "Better Than

New," are delivered at a fraction of the cost of new!

The business of overhauling and rebuilding is DeVal's only business. All our knowledge, experience, skill, tools and equipment are devoted to it.

The same dedication to perfection is applied to the building or rebuilding of a single spare part as it is to remanufacturing the most sophisticated weapons mover in the nation's arsenal.

### **Complete Service**

Our service is complete—from engineering and design, to the production of the finished

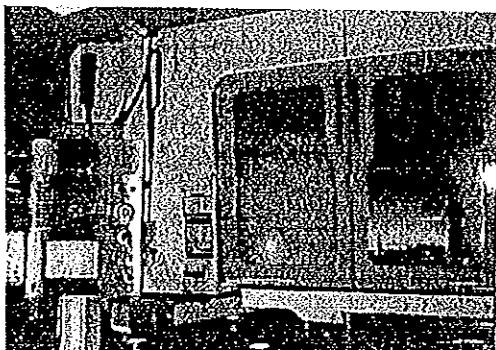
product, to the ongoing support we provide the military everywhere in the world.

Growth through strength is a way of life at DeVal.

### **DeVal—Equipped to Do It All**

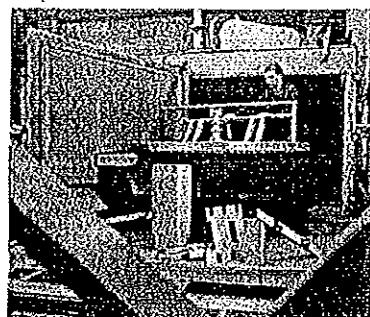
DeVal's continually upgraded plant and equipment typify its no-nonsense approach to the remanufacturing process.

There is no wasted space, no glaring inefficiencies, no obsolete machines or tools to slow down the work or interfere with the quality of the end product.



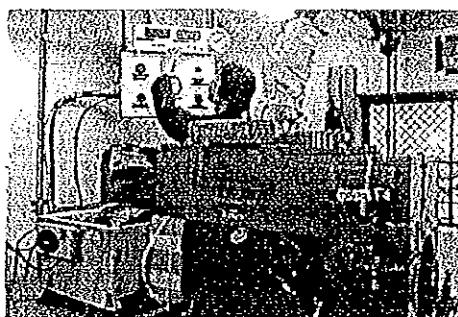
**Machine Shop**

Skilled machinists and welders with long experience follow detailed specifications in producing complex components for rebuilds.



**Wheelabrator**

Shot-blasting cleans metal elements, removes rust, dirt and grease on disassembled equipment, restores components to a bare metal condition.



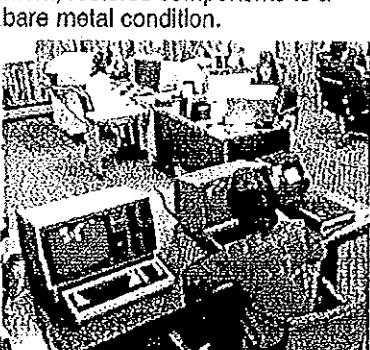
**Engine Dynamometer**

Every rebuilt diesel or gasoline-powered engine is final tested for horsepower and torque to be sure it conforms to OEM specifications.



**CNC Machining**

Sophisticated CNC machines help minimize machining time and maximize production while adhering to high quality tolerances.



**Computer Center**

Maintains accurate control of spare parts inventory and monitors production schedules.



**Paint Booth**

Every finished vehicle receives one (1) coat of epoxy primer and two (2) coats of MIL-C-83286 polyurethane paint for long life.



## State-of-the-Art Remanufacturing Capabilities

### Quality Rebuilt Units at a Fraction of the Cost of New

For the military, DeVal remanufactures three classifications of armament support equipment in over 50 varieties:

- Mechanical Hydraulic Self-Propelled Machines
- Mechanical-Hydraulic Machines
- Mechanical Machines

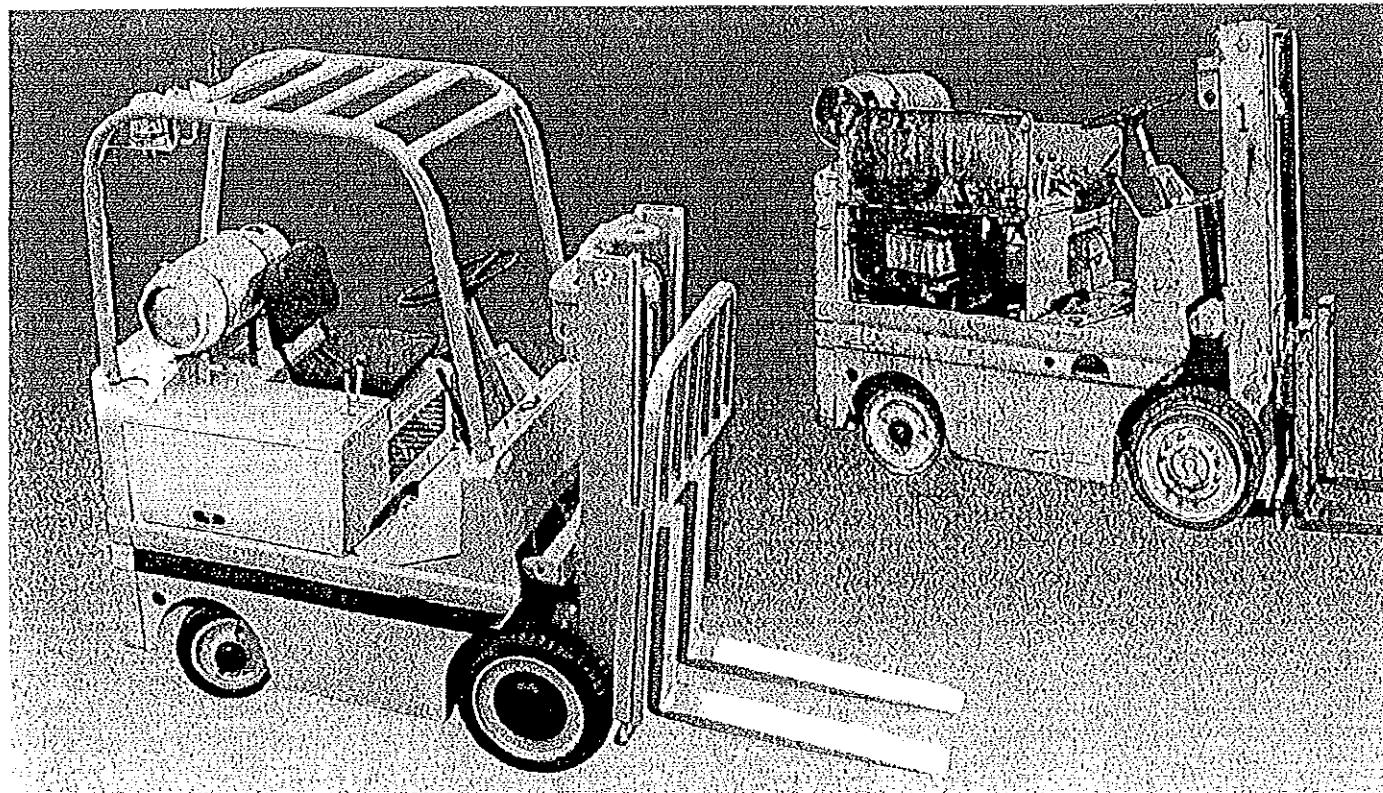
Each classification carries DeVal's TAT (Turn-Around Time)

assurance: 90 days on Mechanical-Hydraulic Self-Propelled Equipment, 60 days on Mechanical-Hydraulic, and 30 days on Mechanical.

Many vehicles come to DeVal after more than 30 years of strenuous service on land or sea. Most are rust-covered, with badly worn, broken or missing components. Regardless of the condition in which equipment is received, they are completed *"Better Than New."*

Every unit that comes to DeVal is inspected and serialized. Then group cost estimates for overhaul are submitted to the procuring activity.

Each unit is completely disassembled down to the basic frame. All metal components are shot-blasted in the Wheel-abrator, plated, then refinished with Mil-C-83286 polyurethane paint. Frames are stress-tested. Wheels, cylinders, valves, and other components are rebuilt and tested. All rubber compo-



nents are replaced with new parts. Braking systems are re-designed if needed. Hydraulic and mechanical systems are re-engineered as required to insure top performance.

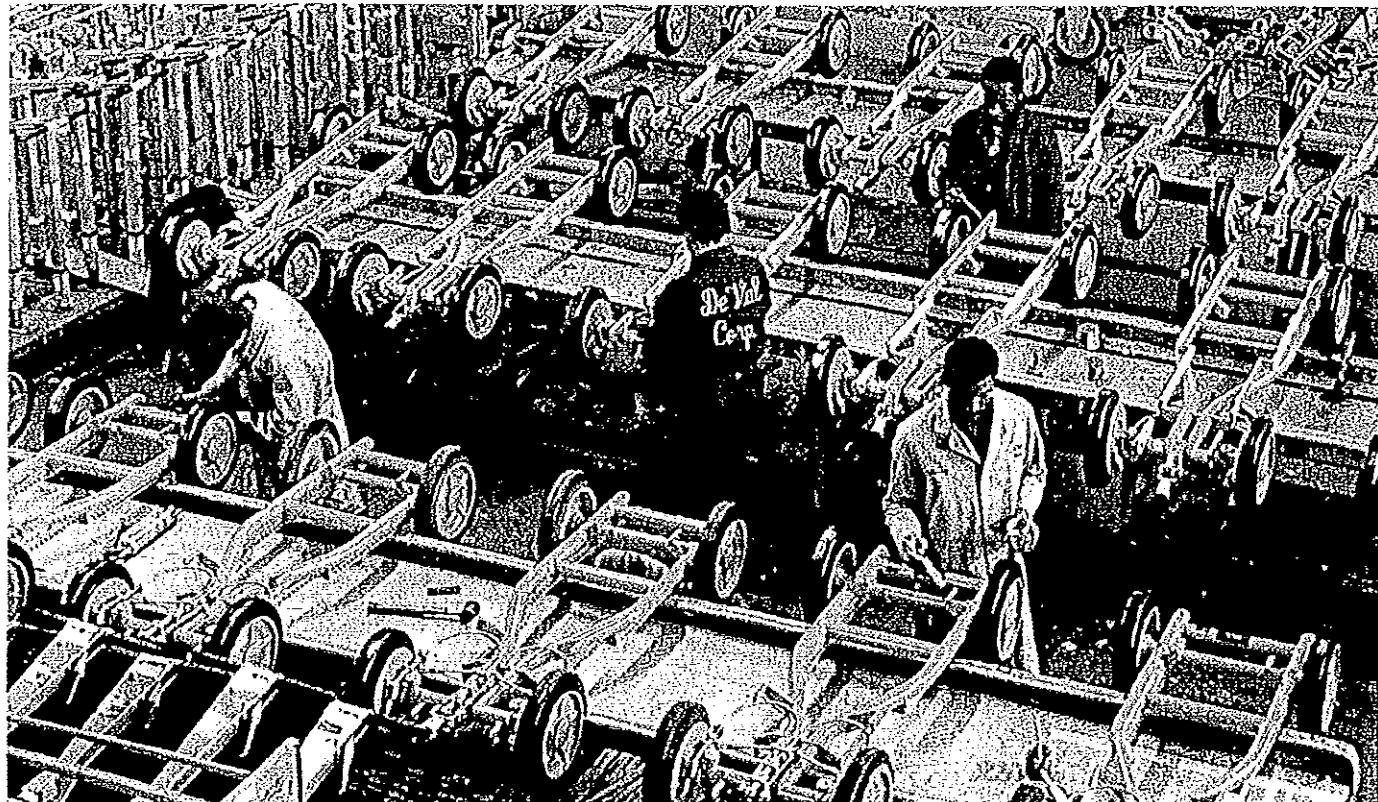
At the end, the remanufactured vehicle is inspected, calibrated, performance-tested, weight-tested and certified RFI (Ready For Issue); test reports are furnished when requested. DeVal also provides on request Integrated Logistic Support (ILS) for any unit.

The finished vehicles in each category are all of one basic configuration. That's why DeVal is familiarly regarded as the "Cloning Factory." Every remanufactured unit comes complete with technical documentation, maintenance data, tests reports, MRC's and manuals.

It stems from DeVal's concept of "Value Engineering" in which every product is actually re-engineered as needed to improve its original capabilities —many times at no cost to the

Government. During the re-engineering process, DeVal works closely with all government engineering agencies.

An important part of DeVal's capabilities is in "Reverse Engineering." This capability enables DeVal to bring back to life in every detail a no-longer-manufactured part or component to a "Better-Than-New" state without the military having to "cannibalize" such items from existing equipment.



**DeVal**

## DeVal—Fully Qualified in Mil Spec Categories!

DeVal is approved by the government as fully qualified in Mil Spec areas required for the manufacture or remanufacture of armament support equipment and other materials handling vehicles.

Mil-I-45208. Qualified In Quality Control Inspection Systems

Mil-W-8611. Qualified for Welding Procedures for Aircraft

MIL-T-5021. Qualified for Certified Aircraft Welders—Personnel

MIL-I-6868. Qualified for Magnetic Particle Inspection Procedures

MIL-Std 410. Qualified Certified Personnel for Non-Destructive Testing

MIL-C-83286. Qualified for Polyurethane Paint Systems

MIL-Std-45662. Qualified for Calibration Systems

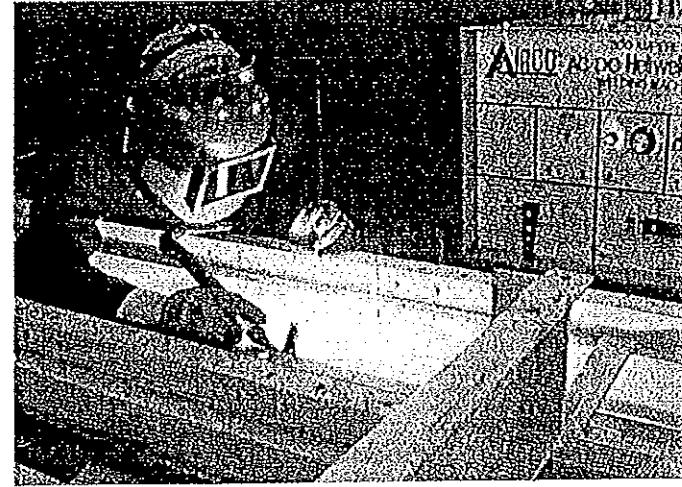
MIL-I-6866. Qualified for Penetrant Inspection Procedures

MIL-Q-9858A Quality Program

DeVal Holds the Government Security Rating of "Secret"



**Gauge Lab**  
(Upper left). Height gauge is used to test accuracy of parts tolerance.



**Comparator**  
(Lower left). Quality Control Specialist uses Comparator to check part's conformity with drawing.

**Heliarc Welding**  
(Upper right). DeVal aircraft welder uses Heliarc technique in accordance with Mil Spec W-8611.

**Magnaflux Check**  
(Lower right). Magnaflux procedure tests metal part for possible flaws or hairline cracks.

## ...A Highly Capable Engineering Staff

DeVal's engineering staff operates to Mil-Std 480 and Mil-Std 481. It investigates problems associated with engineering change proposals and resolves them. It interfaces with Government Agencies, makes the required changes, and test samples prior to obtaining approval.

### 20,000 Drawings on File

The staff has complete drafting capability. All original drawings

are maintained in the Engineering Department where duplicates of each are produced. Currently, over 20,000 are in the active file and these are regularly updated.

### Computer Printouts Readily Available

DeVal maintains a file of all technical manuals, publications and Support Equipment Changes (SEC'S). In addition, a complete printout of all drawings for each end unit including

the latest revisions is readily available for inspection and review by government representatives.

### Obsolete Items Are No Problem

DeVal's Engineering Department is capable of reverse engineering any item that cannot be procured from an alternate source. DeVal engineers work with the Machine Shop and Inspection Area to produce the required item.



**Engineers**  
(Upper left). Engineering staff members examine drawings of designed component.

**Drafting**  
(Lower left). DeVal drafting personnel checks redesign against actual original part.



**File Room**  
(Upper right). Section of active file area where 20,000 drawings are kept constantly updated

**Reverse Engineering**  
(Lower right). Line foreman presents obsolete part to DeVal engineer at start of reverse engineering procedure.

**DeVal**

## Total Support Capability

From its complete spare or repair parts service to on-the-spot technical assistance anywhere in the world, DeVal prides itself on its unbroken record of close support to the

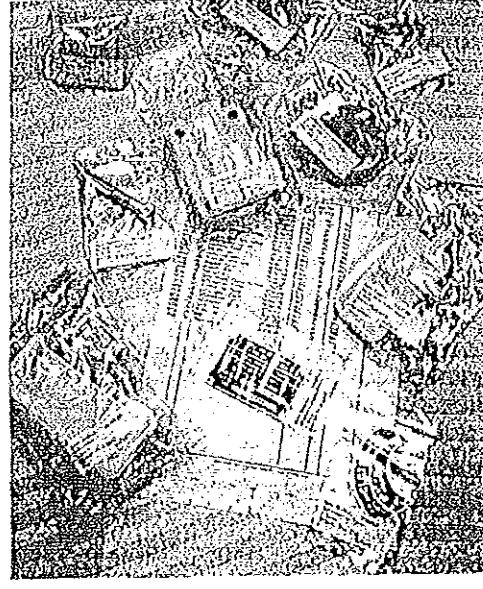
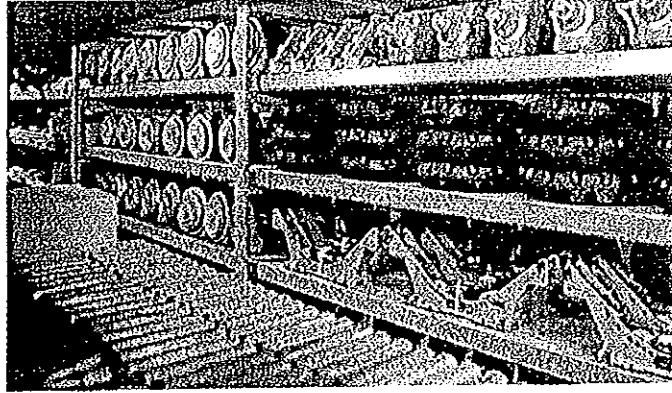
U.S. military. It not only can manufacture, overhaul or remanufacture any type of armament support equipment, but it can provide complete interchangeability,

maintenance and support in a cost-effective manner. For example, it is frequently more cost-effective to purchase a complete assembly rather than a single component.

### Spare Parts Service

Every end item overhauled or remanufactured is 100% supportable.

DeVal parts inventory levels are completely computerized to minimize "out of stock."



Complete assembly being readied for shipment to installation in the field.

DeVal can supply two or more years' spare parts requirement for any rebuilt vehicle.

DeVal can supply computerized repair kits, plus necessary tooling, to help the military with field installation and parts maintenance.

This can often save installation problems in the field. DeVal also provides exploded-view prints to the fleet to facilitate parts ordering. In addition, DeVal produces and

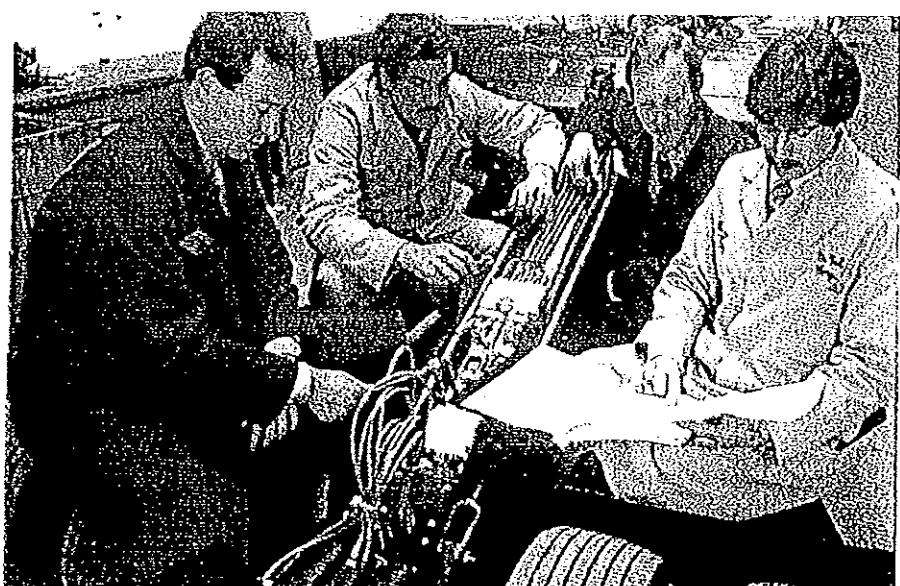
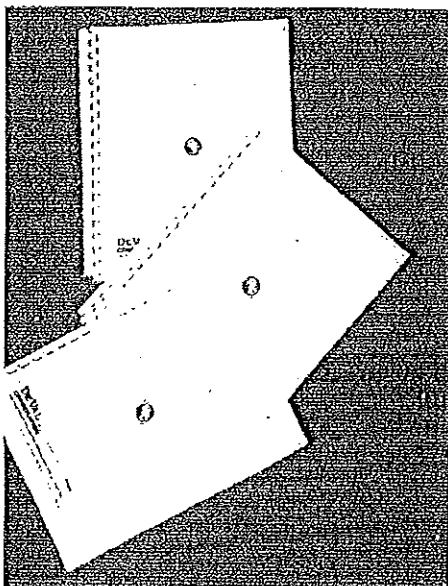
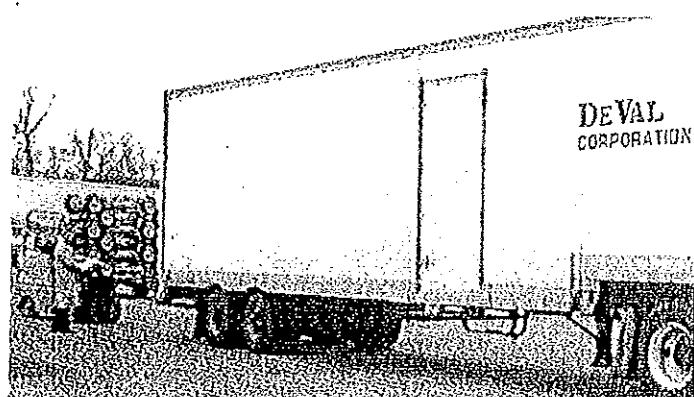
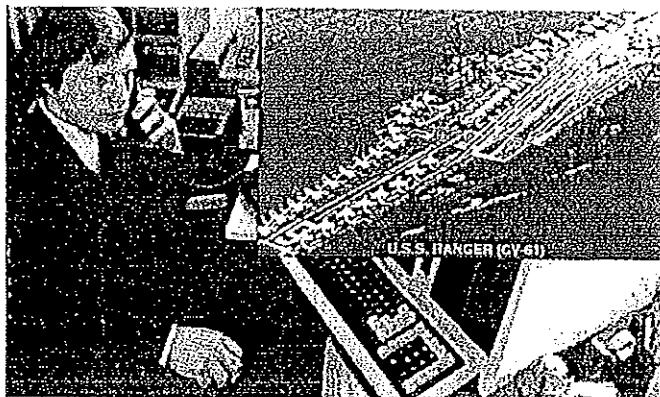
stocks a supply of Support Equipment Change Kits which can be shipped quickly to Military Installations, afloat or ashore, anywhere in the world. These kits assure complete

uniformity in design and configuration since they are made with the approval of the Military from changes which the DeVal engineering staff has made.

### Technical Services

A computerized tele-communications network keeps DeVal engineers and technicians in touch 24 hours a day with ships of the fleet wherever deployed.

Parts are delivered around the globe virtually overnight on a "next-flight" basis depending on military and civilian air schedules.



Documentation is provided for engineering changes on all vehicles. Logistics support is extended through Technical Manuals, Maintenance, Provisioning, and Augmented Spare Parts Programs.

DeVal's "Tiger Teams" or troubleshooters on both East and West Coasts stand ready to go anywhere at any time to help solve technical problems that may arise.



## Symbol of Reliability

Inspection and test procedures at DeVal are as rigorous and as fail-safe as advanced technology can make them.

Results speak for themselves...

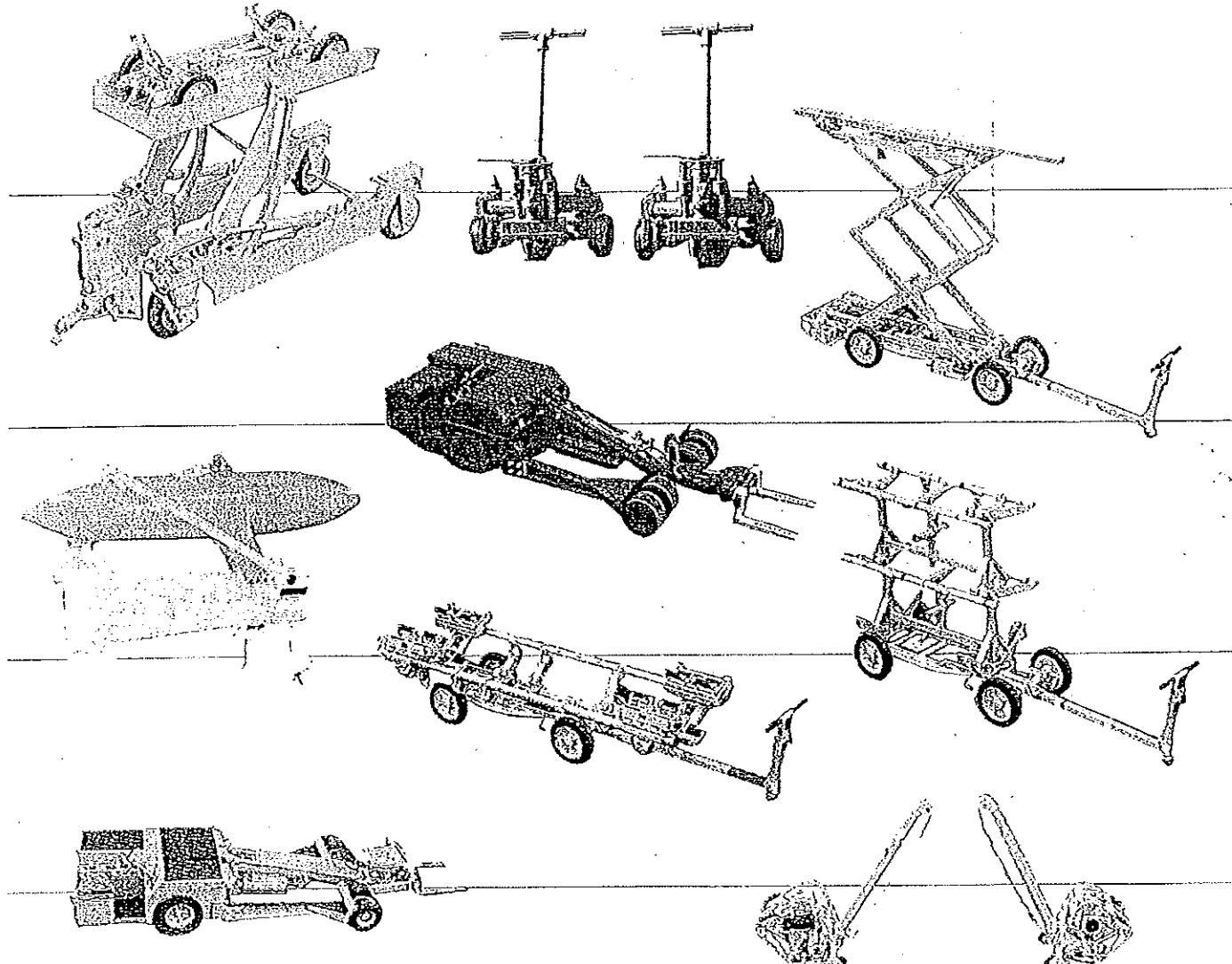
Of more than 24,000 vehicles remanufactured for the military by DeVal during the past three years, only three were found to be deficient due to improper

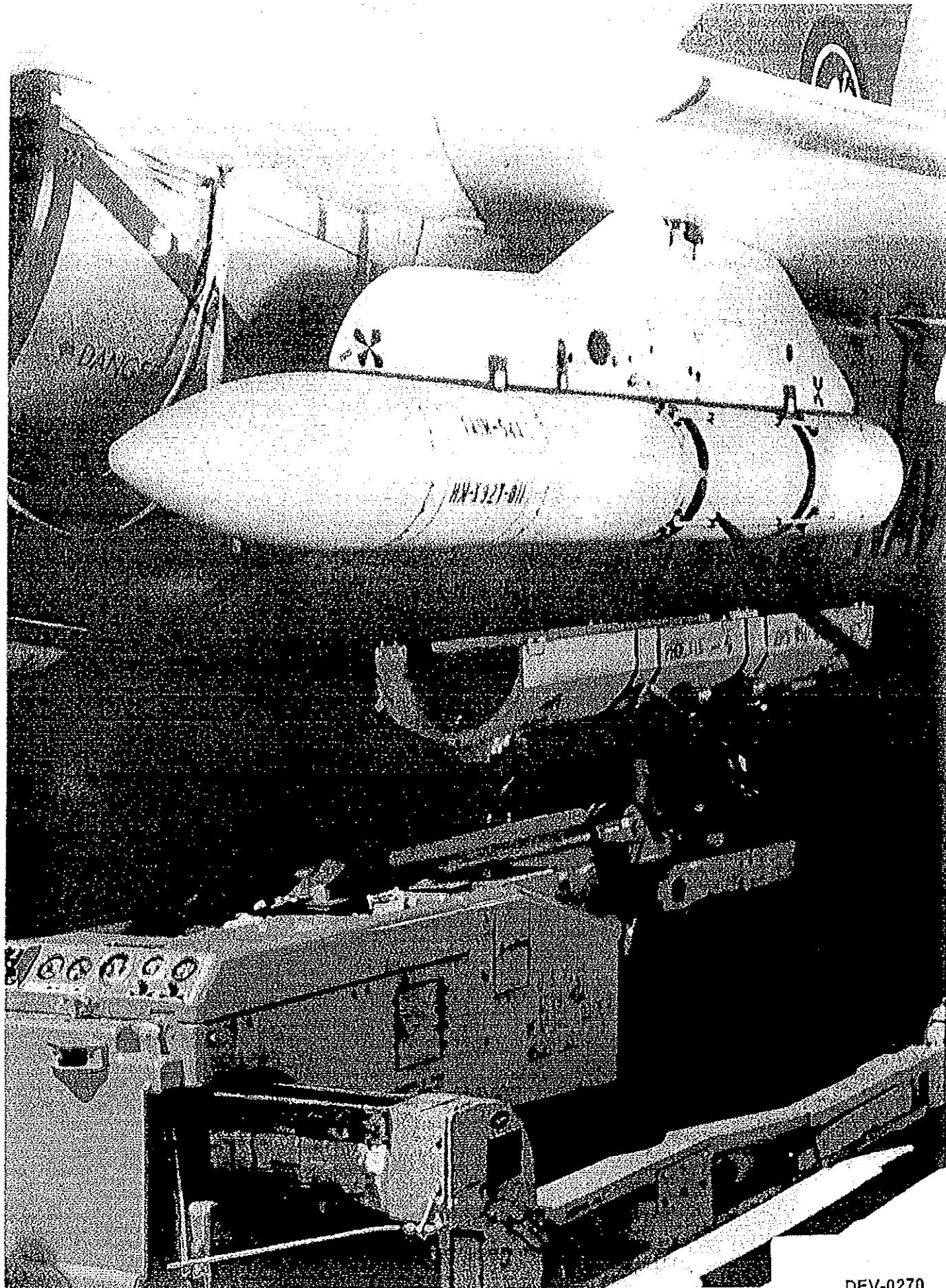
O.E.M. engineering factors. These deficiencies were quickly and thoroughly resolved by the DeVal engineering group. DeVal employs advanced Quality Control procedures at every level.

The engine Dynamometer assures that every engine will meet all field requirements. There's also an Inspection and Gauge Lab, Hydraulics Testing

Lab, and a Magnetic Particle Inspection Lab.

Procedures include Rockwell Hardness Testing, Brinell Tensile Testing, Zyglof Inspection for non-ferrous materials, Magnaflux Inspection for ferrous materials, a complete Logmar Documentation System, and a Weight Certification System.





DEV-0270



**High Technology Manufacturer and Remanufacturer of  
Armament Support Equipment for the Military and Industry**

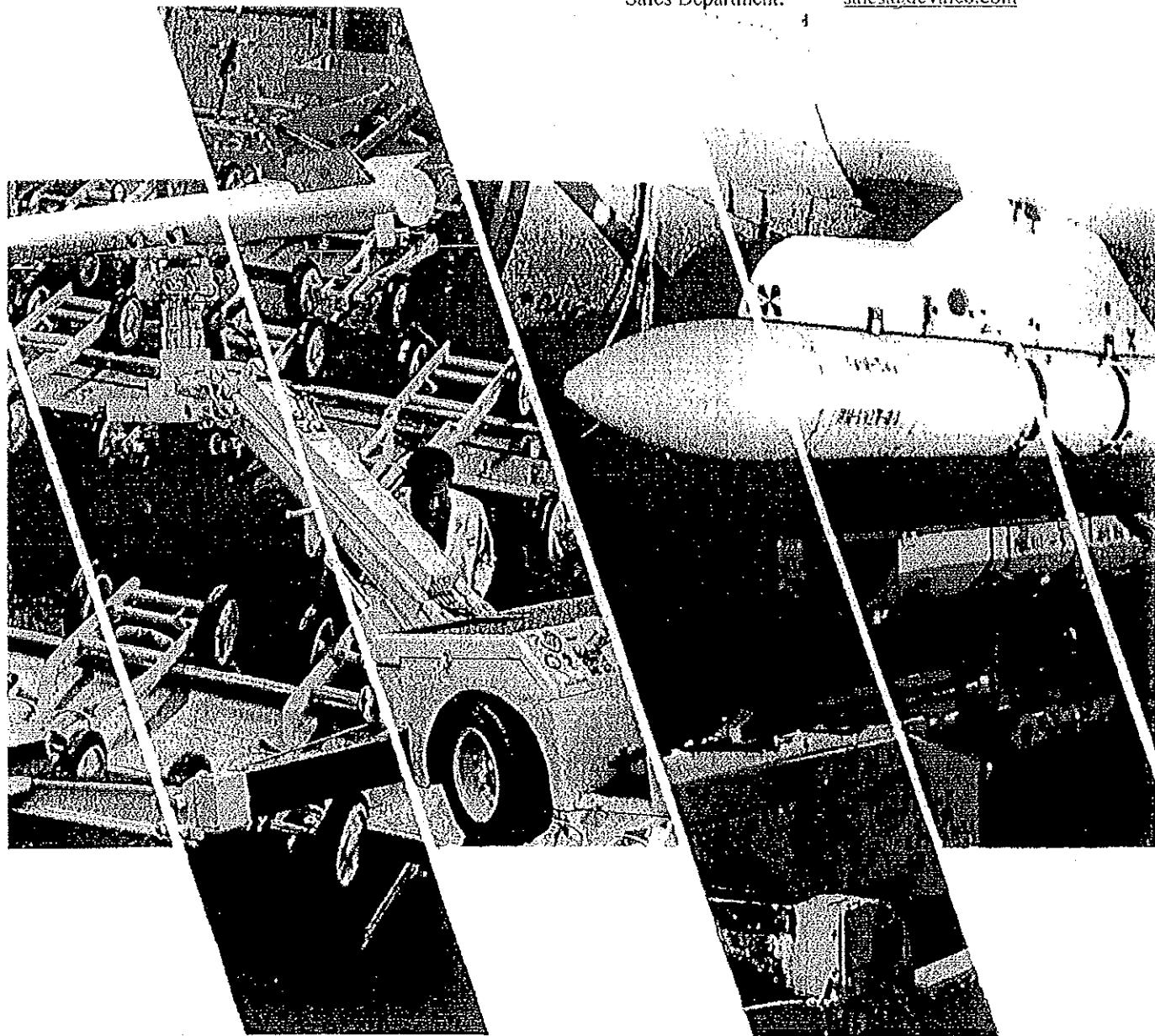
An Equal Opportunity Employer 7341 Tulip Street/Philadelphia, Pennsylvania 19136/(215) 332-1200

For additional information about how DeVal's capabilities can serve your specific equipment overhaul and spare parts requirements, contact the Sales Department at (215) 332-1200.

DeVal Corporation email addresses:

Main Office: [devalco1@msn.com](mailto:devalco1@msn.com)

Sales Department: [sales@devalco.com](mailto:sales@devalco.com)





**Ground Support Equipment Manufactured by DeVal Corporation**

Type Design	Description	Part Number	National Stock Number
A/E 32M4	Stand Maintenance	618906-1	6RX4920-01-073-8235
A/F32 K1/1A	Stand Platform	551AS100-1	6RX1730-00-106-7763
ADK 362B	Weapon Adapter	556AS300-1	6RX1740-01-104-9461
ADU 399BE	Adapter	1561AS100-1	2VX1430-01-201-0441
ADU 400E	Lift, Weapon Skid	787AS200-1	6RX1730-00-143-8788
ADU 406	Adapter	787AS420-1	6RX1730-01-003-2976
ADU 433A/E	Adapter 15" Height	787AS380-3	1450-01-362-0348
ADU 434A/E	Adapter 10" Height	787AS380-4	1450-01-362-0347
ADU 459	Adapter	1173AS100-1	6RX1730-01-124-7863
ADU 474E	Adapter	1246A100-120	6RX1730-01-154-2827
ADU 475E	Adapter	789AS920	1RW1730-01-088-2353
ADU 483E	Adapter Skid Upper	64A114D320-1	1730-01-096-5163
ADU 488E	Adapter Transporter	1257AS100-1	1RW4935-01-091-5969
ADU496A/E	Adapter	64A114C325	1730-01-282-8790
ADU 497E	High Lift Adapter	922679-101	6RX1730-00-930-7561
ADU 511	Adjust. Weapon Loader	1331AS401-1	4920-01-202-7184
ADU 514	Sm. Missile Adapter	1763AS700-2	4920-01-501-8224
ADU 567	Adapter Wing	6SE01170-1	3040-01-343-2941
ADU 600E	Adapter Guided Missile	1246AS600-1	1730-01-463-0198
ADU 628E	Insert Adpt. Wing Fin	1700AS103	5970-01-391-5548
ADU 732A	Collar Adapter	3173AS115-1	3940-01-380-9460
ADU 894	Adapter	3958AS100-1	3940-01-556-1990
AERO 12C	Bomb Skid	62A81D1	6RX1740-00-872-9361
AERO 21C	Weapons Skid	64A114H1-4	6R1740-00-148-6492
AERO 33E	Trailer Lift	63A81J2-2	6RX1730-00-140-4354
AERO 47A	Weapon Adapter	64A98E53	6RX1730-00-852-0186
AERO 47A1	Weapon Loader	67A229J53-1	6RX1730-00-139-6078
AERO 51B	Trailer	67A314F100	6RX1740-00-133-7153
AERO 51E	Trailer	3922AS100-1	1740-01-533-8577
AERO 58A	Front Adapter	64A114D16-1	1740-00-754-4804
AERO 58A	Rear Adapter	64A114D17-1	1740-00-675-6031
AERO 61B	Holisting Beam	65A101	1730-00-977-7346
AERO 64A	Soft Belt	1567575	1730-00-948-3532
AERO 67A1T	Adapter	66A79J2-1	1RW1730-00-123-8320
AERO 67AT	Adapter	66A79J2-2	1RW1730-00-123-8334
AERO 67AL	Loader Assy	66A79J3-1	1RW1730-00-123-8335
AERO 67AO	Outrigger Assy	66A79J4-1	1RW1730-00-123-8315
AERO 71A	Adapter Weapon	2483105	6RX1740-00-943-7946
AERO 74A	Adapter Assy	67A311J2-1	6RX1730-00-087-5684
AERO 75A	Spacer Center	67A311D3-1	6RX1730-00-087-5681
AERO 83A	Adapter	2483108	1RW1730-00-966-5891
AERO 87A	Wall Eye Adapter	66A82F3	1730-00-937-2805
AERO 91A	Adapter	616271-1	6RW1730-00-151-4113
AERO 9C	Bomb Skid	60A81-1	1RW1720-00-719-9516
AM32 K4A	Trailer	67A219J1	6RX2330-00-431-3826
AM 32U13A	Trailer	1541AS100-1	2VX1740-01-191-5538
AM 32U13B	Trailer, Armament	1541AS100-2	2VX1740-01-275-5899
AS32K1D	Weapons Loader	1378AS100-1	2VX1730-01-199-4671
AS32K1E	Weapons Loader	3772AS100-1	1730-01-505-3956

AIRCRAFT ARMAMENT WEAPON SUPPORT EQUIPMENT SINCE 1954



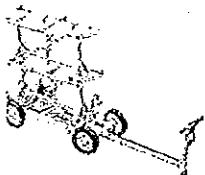
Type Design	Description	Part Number	National Stock Number
B1	Maint. Platform	47R16420	1730-00-390-5618
B4A	Maint. Platform	54J6345	1730-00-294-8883
B5	Maint. Platform	54J6279	1730-00-294-8884
Buckle/Strap	Buckle/Strap Assy	64A114H300-1	1740-00-754-4807
Buckle/Strap	Strap Assy	64A114H300-2	1740-00-072-4644
Buckle/Strap	Buckle/Strap Assy	64A114H300-3	1740-00-060-6816
Buckle/Strap	Buckle/Strap Assy	64A114H300-6	1730-01-113-4382
HLK 225A	Trolley Monorail	616190-2L	3950-01-148-1385
HLK 226A	Trolley Monorail	616190-2R	3950-01-148-1384
HLU 288E	Bomb Hoist	1353AS100-1	6RX1730-01-161-8623
HLK355	Adapter Hoist	3223AS100-1	3940-01-406-3440
HLK356	Adapter Hoist	3223AS100-2	3940-01-406-3439
HLK275A	Band Hoist	65A101H48-1	1730-01-360-3842
HLK276A/32K5	Band Hoist Lg. Lt. GA	65A101D1-2	1730-01-141-2280
HLK276A/F32K5	Band Hoist Hvy. Ga.	65A101H47-1	1730-01-309-3815
HLK277/F32K5	Band Hoist Hvy GA.	65A101D2-2	1730-01-141-2282
HLK278/F32K5	Latch Assy.	65A101D3-1	1730-01-141-2281
HLK279/F32K5	Fitting Assy.	534AS100-1	1730-01-141-2284
GSU284E	Tool Brake Assy.	6SE00863-1	5120-01-075-5919
MHK 128 Drawbar	Drawbar Short Weap. Skid	64A114H282-2	1740-00-026-9911
MHK 128M32K5V	Munitions Trailer	556AS100-1	6RX1740-01-003-0845
MHU125 A/E	Skid Platform	1330AS100-1	3990-01-075-6919
MHU 126A/M	Trailer	804AS100-5	6RX1740-01-062-5188
MHU126 Drawbar	Drawbar assy	804AS171-1	1740-01-463-2082
MHU 151M	Trailer	1193AS100-1	6RX1740-01-090-2084
MHU 171A/E	Trailer	1223AS100-3	1740-01-241-5015
MHU 171E	Trailer	1223AS100-1	6RX1740-01-148-1438
MHU 185M	Trailer	1318AS10-1	6RX1740-01-126-8980
MHU 191M	Munitions Trailer	1500AS100-1	6RD1740-01-244-3449
MHU191 Drawbar	Drawbar assy	1500AS200-1	1740-01-282-6437
MHU 202	Trailer	1905AS100-1	1740-01-379-0754
MHU 63E	Cradle	2560340	6RX1450-00-151-4115
MHU 65E	Cradle Assy	2560341	6RX1450-00-151-4117
MHU 229	Skid Platform	3967AS100-1	3990-01-563-3121
MK7 MOD 3	Bomb Lift Trailer	67A247J1	6RX1730-00-256-6550
MK7 MOD 4	Bomb Lift Trailer	67A248J1	6RX1730-00-256-6551
MK7 Outrigger	Outrigger Assy	924995-101	1730-00-827-2172
MK 137	Adapter	5166321	7HH1730-01-062-4149
MK 24	Dolly	5166020	7HE1398-01-054-8147
MK 45 MOD 2	Hand Lift Truck	5167104	3920-01-152-7179
MK51/1	Carrier Weapons	651AS100-1	1398-00-190-5719
MSU 164	Guided Missile	787AS800-1	1450-01-029-1634
M817 AMMO BOX	Ammo Box	8758436-1	2540-01-108-929
Navy	Stabilizer Assy	3573AS290-1	6230-01-476-1825
Navy	Firewand	3449AS200-1	
Air Force	Ground Adapter	68D390006-1005	1730-01-390-3579
Navy	Center Mechanism	4B1000D-10	1730-01-246-9918
Navy	Tray Assy	551AS103	1730-00-106-7762

— AIRCRAFT ARMAMENT WEAPON SUPPORT EQUIPMENT SINCE 1954 —

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Type Design	Description	Part Number	National Stock Number
Air Force	Rocket Storage Stand	X20015505	
Air Force	Rocket Warhead Stand	X20065001	
Northrop Grumman	Hoist Adapter L/H	74D750006-1001	1730-01-098-5253
Northrop Grumman	Hoist Adapter R/H	74D750006-1002	1730-01-098-5254
Northrop Grumman	Trolley	74D750004-1001	1730-01-059-2802
BIW & Austal	Munitions Transporter	DVMTLCS100-1	1740-01-596-3809
C.E.I.	Rail Cart	8G208-103	Deveopmental



————— AIRCRAFT ARMAMENT WEAPONS SUPPORT EQUIPMENT SINCE 1954 ————

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DEV-0274

DE VAL CORPORATION

MANUFACTURING EQUIPMENT INVENTORY

QTY.	MANUFACTURER	DESCRIPTION
1	Haas	ST-30 CNC Lathe with chip conveyor, parts catcher and presetter
1	Haas	Bar Feeder Bar 3010 ST
1	Haas	46020 Royal Quick Grip Collect Chuck System
1	Haas	Maza Cad/Cam Software
1	Haas	Machining Center VF-9/40 S/N 1097148 Mfg. date 8/23/12
1	Miller	2012 Robot & Miller Auto Axis Welder 1100SS W/TA1900 S/N J1216 Mfg. 7/12
1	Haas	CNC Haas Vertical Machining Centers Model VFS3
1	Haas	CNC Haas Vertical Machining Centers Model VF4SS
1	Haas	VF-3 Vertical Maching Center with side mount tool changer, chip conveyer, P Cool-O
1	Haas	VF-4, Super Speed Vertical Maching Center, HSM High Speed, Expanded Memory,
1	Mazak	Mazak 250 CNC Lathe, Quick Turn Nexus, Side Discharge Chip Conveyer, Auto
1	Mazak	Vertical Center Nexus 510C-II, Conveyor & Catcher
1	Mazak	Quick turn Nexus 250 Model QTN250
1	Pratt & Whitney	#2A Jig Borer S/N 1028 w/digital readout
1	Pratt & Whitney	#2A Jig Borer, s/n 627 w/digital readout
1	Pratt & Whitney	#2A Jig Borer, s/n 730 (1945)
1	Pratt & Whitney	#2A Jig Borer digital readout, s/n 995 (1946)variable sp dr
1	Webb	Vertical Milling Machine, s/n 800194-1980
1	Gould & Eberhardt	Shaper, 24" Industrial, s/n 3360A3 var.speed hd dig.readout w/vice
1	Bridgeport	Milling Machine, 42" Table - s/n 116734
1	Bridgeport	Milling Machine D/R, s/n 178742 var sp head dig readout & power table feed
1	Warner & Swasey	#4 Universal Turret Lathe s/n 1582650 Model M-1420
1	Warner & Swasey	#2 Turret Lathe, s/n 523932
1	Jones & Lamson	#5 Turret Lathe, s/n 5568
1	Jones & Lamson	#5 Turret Lathe
1	Warner & Swasey	#2A Turret Lathe, s/n 570236
1	Cincinnati	Hypowermatic 50 HP Duplex Production Milling Machine - 72" Travel
1	Cincinnati	Production Milling Machine s/n 1BZPIL-648
1	Cincinnati	Production Milling Machine s/n 2Z1P1J490
1	Cincinnati	Production Milling Machine 16/78 4091
1	Bridgeport	Milling Machine s/n 157526 - Dig Readout w/Power Table Feed
1	Allen Company	2-Spindle Drill Press, s/n 20498A
1	Leland-Gifford	4-Spindle Drill Press, s/n 3977
1	Fosdick	1-Spindle Drill Press
1	Clausing	Drill Press, s/n 110257 - 24"
1	Allen	2-Spindle Drill Press s/n MS268026
2	Clearman	Drill Press S/N 2DIC5E-36, s/n Unknown
1	HMT	Engine Lathe, NH 22, 16"x78"
1	Pratt & Whitney	Vertical Milling Machine, Model 1811, s/n 137
1	Scotchman CPO 350	Cold Saw w/vise Variable speed with 10" roller conveyer
1	Do-All	Contour-Matic 16" Band Saw Vertical, s/n 5619390
1	Zagar	Broach Vicker Mod. F24-202-A
1	Marvel	Hacksaw S/N 67362 w/roller table
1	Clausing	Engine Lathe No. 3 S/N 320406H
1	Baldor	Double end grinder
1	Troyke	Rotary table 15" dia. /5C Index horizontal & vertical
1	Pratt & Whitney	Precision rotary table, horizontal & vertical

DE VAL CORPORATION

MANUFACTURING EQUIPMENT INVENTORY

QTY.	MANUFACTURER	DESCRIPTION
1	Yuasa	8" Index super spacer with chuck
1		Rivet Machine, s/n H401642
1	Clamco	Heat Seal Machine, Model #238A - 2 piece
1	Doall	Horiz Band Saw w/fully auto. Table s/n 56-631091
1		Broaching Arbor Press with Table
1		No 5 Arbor Press with Table
1		Tubing Cutter with Table and Dayton Motor
1	Porter-Cable	Chop Saw s/n 018258
1		High Pressure Hyd Testing Machine with Motor and Pump
2	Huck	Rivet Gun Model# 226C210 s/n 1724 & s/n 1438
1	Grizzly	Engine Lathe 13"/40" Model 69731 - (2) 3 & 4 Jaw Chucks 2004
212	Milling Cutters, Co.	Various Cutters for Milling Machine (212 pieces)
3	Sunnen	Honing Machines MBB-12900, s/n 17333, 511, 97, unknown
1 Lot	Sunnen	Small & Large Honing Tanks, Honing Tools and Stones
3	True-Trace	Hydraulic Machine Attachments
1	Chevalier	Speed s/n BM93N302
1	Cincinnati	Monoset Cutting Grinder s/n 2D1C5E-36
1	Pratt & Whitney	20" rotary table M0A1278
1		4 Jaw chuck, 3 Jaw chuck, 2 Jaw chuck - 12"
1		Double wheel grinder, Cart 2'x4' with lathe tooling, table with lathe tooling
2		Steel table 5'x2' with steel rack
1	Leblond	E14"N60" Engine Lather-Regal w/dig. Read out S/N 11C551
1	Famco	Arbor Press #6
1	Craftsman	Single Spindle Drill Press = 1/4"
1	Minster	#6 Press, O.B.I., - 60 Ton - s/n 6-13984
1	Cincinnati	10' Press Brake, 3" Str. Hydraulic, 250 ton - s/n 21953
1	Niagara	OBI/FW Punch Press, 3" Str, 60 ton - s/n 17420
1	Cincinnati	10' Shear, Cap. 1/4" Mild Steel, s/n 21318
1	Blanchard	#18 Blanchard Grinder, 42" Table s/n 9151
1	Do-All	Vertical Band Saw s/n 3641498
1	Lucas/Universal	Horiz. Boring Mach 4" Dia Sp., 56"x30" Table, s/n 13-32
1	Stone	12" Radial Saw S/N 0413
1	Brown & Sharp	5"x10" Surface Grinder, s/n 8959
1	Airco	D.C. Bumble Bee Single Range Type, Welding Machine s/n H 139127
1	Airco	Model #2DDRS-24-B, s/n H139124
1	Airco	Welder, Model # 2.5DTR-224-A, s/n P356565
1	Airco	Model # MH-204002, 300A, A/C
1	Airco	D.C. Bumble Bee Single Range Type, s/n H 139124
1	Miller	Constant Potential D.C. Welder s/n P355994
1	Miller	Constant Potential D.C. Welder s/n P358878
1	Miller	Welder s/n JG065952, Model - Dialarc
1	Miller	Welder, Model #CP250TS, s/n P355994

<u>DE VAL CORPORATION</u>		<u>MANUFACTURING EQUIPMENT INVENTORY</u>
QTY.	MANUFACTURER	DESCRIPTION
1	Miller	R-115 Wire Feeder, s/n LJ020897U with Steel roller stand
1	Miller	Arc Welder, Model # SRH-222, s/n HH003540
1	Miller	Welder - Model # JE-746460, TIG
3	Lincoln	(3) Electric TIG Water Cooler
1	Lincoln	Precision Tig 275
1	Lincoln	Arc Welder s/n AC645252, Model # 250/251
1	Int'l Welding Tech	Portable Welder, Model LYNX
1	Electro Arc	Metal Desinagrater Mod. LBH S/N 7672 - Spot Welder
1	Taylor WIN Field	Spotwelder S/N 17-057
1	Ransome	Welding Positioner, s/n 998 - 36"
1	Ransome	Welding Positioner, s/n 761 - 36"
2	Ingersoll	Welding Tables 3' x 13'
2	Purox	Acetylene Torch Units w/Carts
1	Ingersoll	Planer/Milling Machine, 10" Travel - s/n 2379
1	Porter Cable	Wet-Dry Belt Grinder s/n 7249
1	Almco	Tumbler Machine
1	Interpac	Shop Press
1	Ingersoll	25 HP Air Compressor s/n 30T55428, Model # 25T2
1	Trinco	Blaster, s/n 56806-2, Model # 48 x 36/DP 850
1	K.H. Huppert	Furnace, Digital Read Out, Chamber 36"x72" - s/n 101
1	Dresser	25 HP Air Compressor, s/n 4020X704
1	HYD	Die Table, 30" x 30"
1	Pipe Threader	Model # 22A, s/n 11116, Cap 1"
1	Challenge Machinery	Layout Table 36 x 60 x 6
1	Chicago Brake Co.	Bending Brake - 4 ft
4	Phoenix	Electrode Stabilizing Ovens, Type 300, Model # 16C
1	Chicago Co.	Arbor Press No. 3
1	Dayton	1" Belt Sander
1	Ammco	Brake Shoe Grinder, s/n 3113
1	Bullard	24" Vertical Turret Lathe (fine feed) 3 Jaws, s/n 14445
1	Westinghouse	15 HP Air Compressor, Model #430P
1	Spray Tech	Portable Paint Sprayer, Model # 1620
1	Schmidt	Name Plate Press, Model # 4
1	Enerpac	Hush-Pup, Model AB20, Pipe Spreader w/ Pump 392 & Cyclinders (3)
1	Enerpac	Elec Flairing & Crimping Press, s/n 805185, Coll O Crimp
1		5" sheet metal roller S/N J1122
1		20" sheet metal roller
1	Milwaukee	1/2 Drill Press w/magnetic base S/N 21145
1 Lot		layout table 3'x4', Steel Welding table 3'x5'
1 Lot		lg., Steel table 3'x5', 3'x4' steel table, Layout table small 14"x18", 20 ton hydraulic jack
1	Clausing	1/2 Drill Press, s/n 110679, 3 Phase
1	Handi-Kleen	Parts Washer

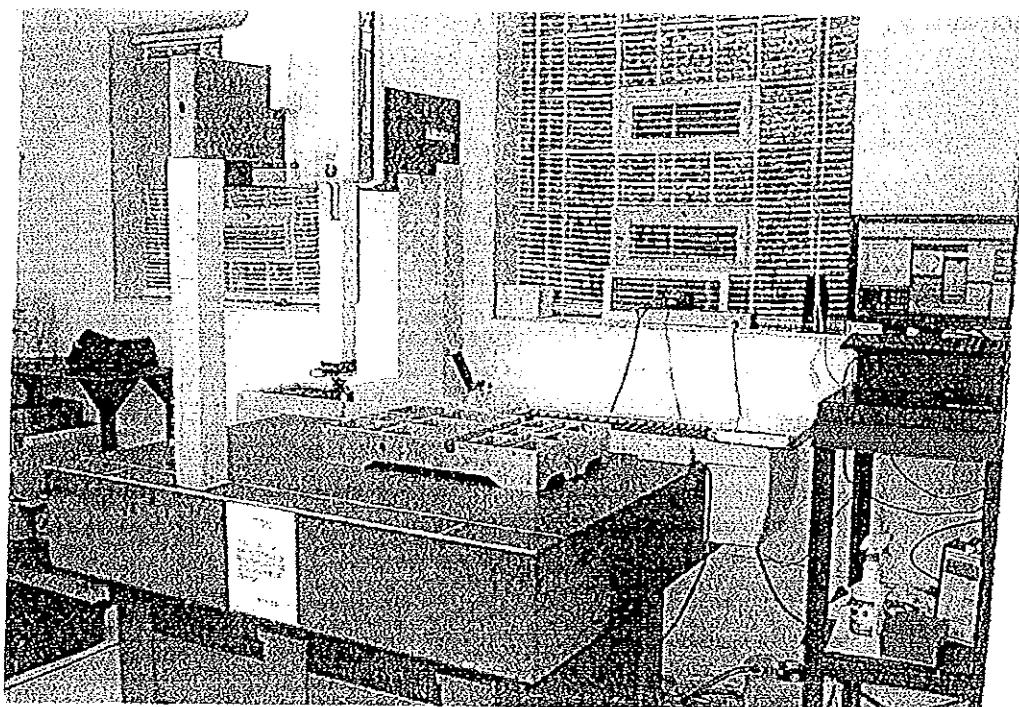
<u>DE VAL CORPORATION</u>		MANUFACTURING EQUIPMENT INVENTORY
QTY.	MANUFACTURER	DESCRIPTION
1	Binks	Spray Booth - S
1	Ransburg	Electrostatic Paint Sprayer - 2008, Model #9050 Cascade
1	Binks	Spray Booth 20' x 10'
1	Central	Paint Shaker No. 422
1	Kitagawa	NC Rotary Table MR200
1	Oil Gear Co.	Broach Machine
1	DeWalt	Chop Saw, s/n 32697
1	Fanco	No 3 Arbor Press
6	Kurt	Precision Vices - 6"
1	Burr-King	2x48 Model #960 s/n 10570
1	Komatsu	Electric Forklift, 3500 lb, s/n 060268A, Model # FB-185H-5
1	Hyster	Fork Lift, 5000 lb, Model # Space Saver 50, Triple Mast
1	Komatsu	Elec Fork Truck, FG455, s/n 95050 - Capacity -
1	Lesson	Hydraulic Truck Lift, Model # M6K34NB7A
1	Burr-King	Sander, Model # 760 2x48"
1	High Speed Hammer Co.	Riveter, s/n A8-026
1	Enco	1/2" Bench Drill Press, Model # 40050, s/n B-5-61390
1	Zero	Sandblast Machine, 36 x 48, s/n 29356
1	Pennsylvania Co.	Engine Lift Stand, 94-36943
1	Saylor-Beall	Air Compressor, 10HP, Model # 705 s/n 5-277
1	Dayton	1" Belt Sander
1	Craftsman	1" Bench Grinder, Model # 397.19590
1	Dayton	Polisher, Model # 42125A
1	Coleman	3000 Watt Generator, Model # PM0523001
3	Dayton	Belt Sanders
1	Leland Gifford	High Speed Drill Press Model # 2, s/n 30777
1	Black & Decker	Hilti DX72-Jet Sweat #6100 Sander
1	Craftsman	Router - 1-3/4 JP Huck Gun Mod 226
2		Air Impact guns 1 3/4 drive and 1/2 drive Chucking reamers, Carbide Cut Off Tools, Cobalt Spiral Taps, Carbide Inserts Boring Bars, Shank and Steel Milling Arbors, Dies, Jigs, Fixtures, Molds
1		1 X 42 Belt sander and disc - Old

DE VAL CORPORATION

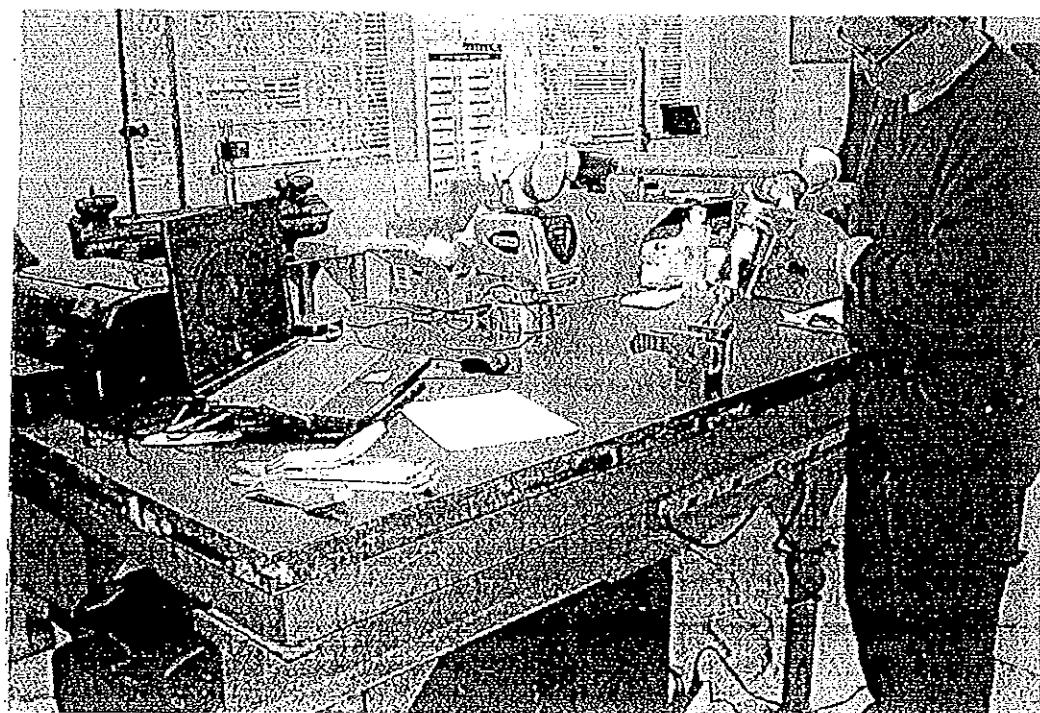
INSPECTION EQUIPMENT

QTY.	MANUFACTURER	DESCRIPTION
1	CMM Machine	Model BH710 S/N N9120011-0101033102
1	Faro	Faro Arm Edge 14000-002 S/N E09-05-12-10114 Mfg. date 5/23/12
1	Zyglo Equipment	Cleaning Tank, Penetrant Tank, Powder Tank, Zyglo Reading Booth
	DeVal Corporation	Rinse Tank
1	Magnaflux	Magnetic Particle Insp Eq s/591022
1	Magnaflux	Demagnetizer s/n 59343
1	Heidenhain	242 Height Gauge
1	American Gauge Company	Between Centers Checker
1	Mitutoyo Digital Gauge	Digital readout inspection gauge 24"
1	Pratt & Whitney	Super Micrometer
2	King Tester Corp	King Portable Brinells
2	Surface Plate	Granite - 3' x 2' x 4"
1	Surface Plae	Granite - 3' x 6 ft.
2	Rockwell	Hardness Tester, s/n 3JR338, s/n 3R2181
1 Lot		Calibration Tools, Testing Equipment, and Misc. Lab Equipment
Various Qty		Intra Micrometers Ranging from .25 - 4.00 Diameter
Various Qty		O.D. Micrometers Ranging from .00 - 16.000
Various Qty		I.D. Micrometers Ranging from .000 - 20,000
Various Qty		Vernier Calipers 0" - 6"
2		Vernier Calipers 0" - 24"
1		Vernier Caliper 0" - 48"
2		Digital height gauges 0" - 24" high
2		Dial Bore gauges ranging from 050 - 6,000
Various Qty		Gauge Blocks Ranging in size from 050 - 1.00
Various Qty		Gauge Pins Ranging in size from .030 - .500
Various Qty		Micrometer Standards Ranging in size from 1.000 - 16,000
Various Qty		I.D. Micrometer Standards ranging in size from .25 - 4,000
Various Qty		Thread Wire standards for all thread pitches
Various Qty		Thread Ring gauges ranging from 4 - 40NF - 5-/34 - 12 NF
Various Qty		Thread Plug Gauges Ranging from 4-40NF - 5-3/4 - 12 NF
Various Qty		Thread set-plug gauges ranging from 4-40NF - #3" - 16 NF
1	Pratt & Whitney	Super Micrometer 0-12"
1		Torque Wrench up to 150 Ft Pounds
2		0-25 Ft Pound Torque Wrenches
1		0-400 Inch pound Torque Wrench
1		0-5000 Pound Dynamometer
1	Microview	Optical Comparator Model # 600 s/n 2120
1		Asst Checking Instruments Jobe Blocks
1	Challenge Machinery	Lay-out Table, 4' x 12' 6"
		Measure Meter Wheel

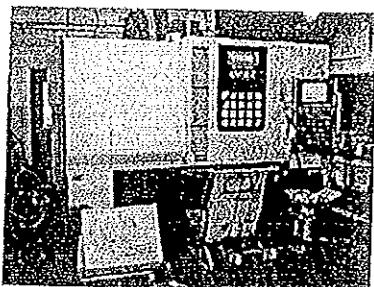
Inspection Department's CMM Machine  
Model BH710



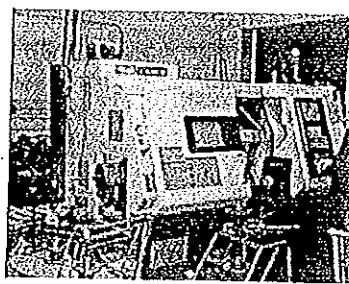
Inspection Department's FARO Arm Edge  
Model 14000-002



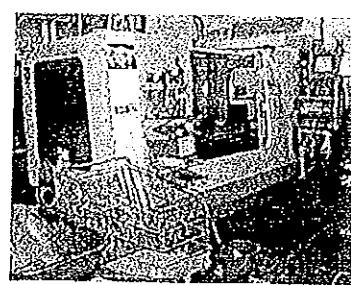
MAZAK Vertical Center



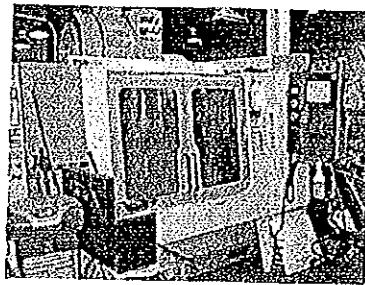
MAZAK 250 CNC Lath



HAAS VF-3 Vertical Center



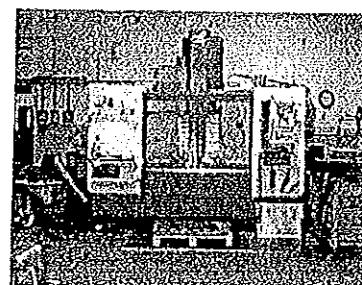
HAAS VF 4SS Vertical Center



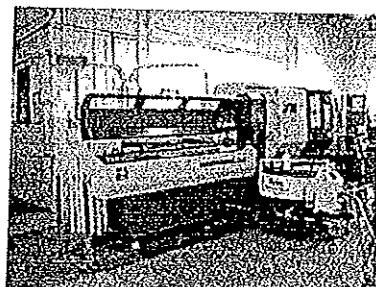
HAAS VF 9/40 Machine Center



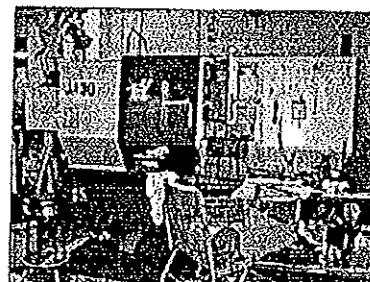
HAAS VF-4 Vertical Center



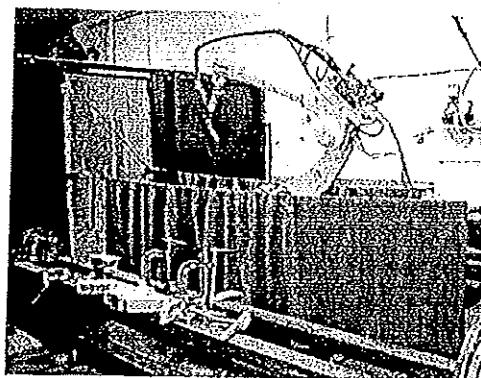
HAAS Bar Feeder 3010 ST



HAAS ST 30 CNC Lathe



Robot & Miller Auto Axis Welder



DeVal Corporation, 7341 Tulip St., Philadelphia, PA 19136 (215) 332-1200